The Sydney Morning Herald.

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PARRAMATTA STEAMERS.

CHANGE OF HOURS.

THE Public is respectfully informed that on and after the 14th instant, and during the winter months, the evening packet will leave at four, instead of half-past four, o'clock P.M.

Kellick's Wharf, 2nd April. 5393

"CORNUBIA."

STEAM TO THE HUNTER.

REDUCTION IN FREIGHT, WOOL, 4s. PER BALE.

THE CORNUBIA, steamer, has resumed the Hunter River trade, and will continue to leave from the Circular Wharf every Monday and Thursday, at eight o'clock in the evening, returning from Morpeth every Wednesday and Saturday, at seven o'clock in the morning.

Fares—Cabin...... 8s.
Steerage .. 4s.

779

STEAM TO CLARENCE RIVER.

THE PHŒNIX, steamship, will leave for the Clarence River on Friday next, the 9th instant, at 8 P.M.; and it is intended she shall ply regularly to that settlement, leaving Sydney the first and third Wednesday—the Clarence the 2nd and 4th in each month.

All freight paid in Sydney.

Kellick's Wharf, April 7. 5662

FOR MORETON BAY.

THE SCHOONER WILLIAM, will sail from the Flour Company's Wharf for the above port on Friday, the 9th instant. 5550

FOR MELBOURNE DIRECT.

THE Clipper Schooner PHŒBE, 80 tons, Bennett, master, will clear for the above on Monday next, and sail on Tuesday, 13th instant.

For freight or passage apply at Dalgarno's Wharf, late Flour Company's; or to

SHEPPARD AND ALGER,
5678 Packet Office, 468, George-street.

FOR HOBART TOWN,

(TO SAIL TO-MORROW AFTERNOON,)

THE well-known packet schooner WATERLILY, 155 tons register, R. F. Pockley Commander. Shippers are reminded that goods cannot be taken on board this vessel after 12 o'clock to-morrow. She will sail as above, wind and weather permitting. Has room for a little light freight, and three cabin passengers. Apply on board, at the Hobart Town Packet Wharf; or to

JOHN MACNAMARA,
Queen-street.

☞ A carpenter and seamen wanted for this vessel. Apply on board.

April 8. 5682

FOR HOBART TOWN,

TO FOLLOW THE "WATERLILY."

THE fast-sailing packet-schooner CHEERFUL, 150 tons, T. H. Bell, commander.

This vessel will positively sail on Tuesday next. For freight or cabin passage apply on board, at the Hobart Town Packet Wharf; or to

JOHN MACNAMARA,
Queen-street.

☞ A Carpenter and Second Mate wanted for this vessel. Apply on board. 5683

FOR ADELAIDE DIRECT,

WILL SAIL POSITIVELY ON SUNDAY, 11TH APRIL.

THE clipper Packet Brig DORSET, will sail for Adelaide on Sunday, 11th April. For freight or passage, apply to

E. SOLOMON AND CO.,
South Australian Packet Office,
5614 Kellie's Wharf.

NOTICE TO PASSENGERS PER "ROYAL SAXON."

THIS vessel having been detained until Saturday, the 10th instant, will sail early in the morning. Passengers are recommended to join the ship on Friday evening.

All accounts to be rendered before Friday, for the Captain's signature.

R. TOWNS.

Towns' Wharf, Miller's Point,
April 6. 5621

FOR LONDON.

THE first-class fast-sailing ship EMMA EUGENIA, 383 tons register, Alfred Beech, commander.

This vessel, having her dead weight on board, and the greater portion of her light freight ready for shipment, will have immediate despatch.

For terms of freight or passage, apply to Captain Beech, on board, at Towns's Wharf; to Frederick Ebsworth, George-street; or, to

JOSEPH S. WILLIS,
5047 Church-hill.

FOR LONDON DIRECT,

THE First-Class British built barque HONDURAS, 400 tons burthen, H. C. Cayzer, Commander. This vessel will commence loading in a few days, and will have quick dispatch.

For freight or passage apply to the Commander, on board; to

GILCHRIST AND ALEXANDER;
Or, to
FLOWER, SALTING, AND CO.

Sydney, March 24. 4169

FOR LONDON.

THE fine first-class British-built barque ANN MILN, 564 tons register, George Thoms, commander.

Has now the greater portion of her cargo on board, and will sail about the 20th April.

Has superior accommodations for passengers, and carries a Surgeon.

Apply to
FLOWER, SALTING, AND CO.;
or, to
GILCHRIST AND ALEXANDER.

April 3. 5506

FOR LONDON DIRECT.

THE superior fast-sailing barque AUTUMNUS, William White, Commander. This vessel loads entirely with wool, a great portion of which is already on board. For freight apply to

5151 BROWN AND CO.

PASSENGERS FOR LONDON.

THE WILLIAM HYDE, A 1, 533 tons, F. Y. Steward, H. C. S., Commander, having now the greater portion of her cargo on board, will have punctual dispatch on 17th instant, and offers an excellent opportunity for passengers, her accommodations being very superior. Has an after and two side cabins disengaged.

Apply to Captain Steward, on board; to
LYALL, SCOTT, AND CO.;
Or to
5388 COOPER AND HOLT.

WANTED TO CHARTER,

SIX small Vessels, to proceed to the Richmond River for cedar. A liberal price will be given. Apply to John Robertson or William Northwood, Market Wharf. 5715

ELOCUTION.

A LECTURE ON ELOCUTION will be delivered on Tuesday Evening next, at the Theatre of the School of Arts, by Mr. W. Clarke, Classical, French, and Hebrew Teacher. Terms of admission, 1s. Doors open at 7; to commence at half-past. 5664

CAMPBELLTOWN RACES, 1847.

FIRST DAY, WEDNESDAY, June 2nd.

First Race.—Campbelltown Plate of 50 Sovereigns, for all horses, weight for age; maidens allowed 5 lbs.; heats twice round; entrance five sovereigns

Second Race.—The Ladies' Purse of 25 Sovereigns, with a sweepstakes of 3 sovereigns each, for all horses that have never won an advertised prize above the value of 10 sovereigns; weights for age; heats twice round; entrance two sovereigns and a half.

Third Race.—The Australian Purse of 20 Sovereigns, with a sweepstakes of three sovereigns each, for all horses; weight for age; the bona fide property of persons residing in the district of Campbelltown, Appin, Liverpool, Camden, and Picton; maidens allowed 5 lbs.; heats once round; entrance two sovereigns.

SECOND DAY, THURSDAY, 3RD.

First Race.—Welter Stakes of 20 Sovereigns, with a sweepstakes of 3 sovereigns each, for all horses; two years old, 9 stone; three years, 10 stone; four years, 10 stone 12 lbs.; five years, 11 stone 7 lbs.; six years and aged, 12 stone; heats twice round; entrance two sovereigns.

Second Race.—Hack Stakes of 10 Sovereigns, for untrained maiden hacks, carrying 9 stone; heats once round; post entrance, one sovereign.

The remainder of the day reserved for matches, for which non-subscribers will be required to pay a fee of half a sovereign each before starting.

THIRD DAY, FRIDAY, 4TH.

First Race.—Innkeepers' Purse of 40 Sovereigns, for all horses; weight for age; maidens allowed 5 lbs.; the winner of the Campbelltown Plate to carry 7 lbs. extra; heats twice round; entrance four sovereigns.

Second Race.—The Farmers' Plate of 25 Sovereigns, with a sweepstakes of three sovereigns each; for all horses; weight for age; maidens allowed 5 lbs.; heats one mile and a half; entrance two sovereigns and a half.

Third Race.—The Beaten Purse of 15 Sovereigns, for all beaten horses during the meeting, to be handicapped by the stewards, or whom they may appoint; heats one mile and a half; entrance one sovereign; post entrance.

Three entrances will be required for each race.

All entrances to be made the evening previous to each day's racing, between the hours of 7 and 9 o'clock;—for the first day, at Mr. Morris's; second day at Mr. Graham's; third day at Mr. Rudd's; settling day at Mr. Morris's.

Weights to be carried at this meeting, except where specified:—

2 years old, 6 st. 7 lbs.
3 ,, 7 st. 6 lbs.
4 ,, 8 st. 4 lbs.
5 ,, 8 st. 12 lbs.
6 and aged, 9 st. 6 lbs.
Mares and geldings allowed 3 lbs.

No false starts allowed.

No person allowed to enter a horse unless he pay a subscription of three sovereigns, except to the Hack Race, for which one sovereign will qualify.

All riders must appear in jockey costume, and a fine of two sovereigns will be imposed on any rider changing his colours after declaration.

No person allowed to enter a horse in his own name except it be his own bona fide property.

All applications for booths to be made to the Secretary, Mr. James Graham, on or before the 24th day of May next, on which day the fees must be paid; and the gate, and the booth at the stand, will be sold by public auction at twelve o'clock precisely.

All decisions of the Stewards to be final.

To start each day at 12 o'clock.

Judge—
Robert P. Jenkins, Esq., J.P.
Stewards—
John Wild, Esq. M.C.
William Howe, Jun., Esq., J.P.
James Chisholm, Esq., J.P.
Honorary Secretary and Treasurer—
Mr. James Graham.
Clerk of the Course—
William Cordeaux, Esq.
JAMES GRAHAM,
5656 Hon. Sec. and Treasurer.

CHRIST CHURCH.

THE Parish Clerk will be attendance every morning (Sundays excepted), before and after Divine Service, to let sittings in the Church, and to receive the rents for the same, which in all cases are to be paid in advance.

M. METCALFE, T. WOOLLEY, R. TOOTH, } Churchwardens.

Vestry, Easter Tuesday. 5655

DR. MACEWAN begs to intimate to the subscribers to the Sydney Infirmary that he is a candidate for the office of Surgeon, vacant by the resignation of Mr. Roland.

53, Phillip-street, April 7. 5712

MR. J. EMANUEL

SURGEON-DENTIST, 345, CASTLEREAGH-STREET, NORTH.

INCORRODIBLE ARTIFICIAL TEETH FIXED, FROM ONE TO A COMPLETE SET, GUARANTEED TO ANSWER MASTICATION AND ARTICULATION; TEETH STOPPED, SCALED AND EXTRACTED.

INSTANTANEOUS relief for the tooth ache, and Soothing Syrup for infants teething; one or two drops applied with the finger to the gums will obviate the use of the lancet; sold in bottles, at 2s. 6d.

N.B.—Mr. Emanuel's specimens of artificial teeth will continue on view daily, showing his painless system of fixing them.

All consultations free.
Charges strictly moderate.

Mr. E.'s Diploma, which he received from the Medical Board of Holland, in the year 1836, authorising him to practise as Surgeon Dentist, can be seen daily.

☞ Observe, 345, Castlereagh-street North, eight doors from Hunter-street. 1599

NOTICE OF REMOVAL.

JOHN ALLAN, Stone Seal Engraver, Lithographer, &c., in returning thanks to his friends and the public generally for the liberal support he has received since his commencement in business, begs to inform them that he has taken more eligible premises in Hunter-street, one door from George-street, where he intends devoting his whole attention to the practical part of his business, thereby ensuring punctuality in the execution of all orders with which he may be favoured.

Copperplate Engraving and Printing.

Maps, Prints, &c., mounted and varnished.

2, Hunter-street. 5584

STEAM BOILING DOWN ESTABLISHMENT,

KANGAROO POINT, MORETON BAY.

TO PROPRIETORS OF STOCK.

MR. R. J. SMITH having become the purchaser of the Kangaroo Point Boiling-down Establishment, parties having stock to boil down, or otherwise dispose of, may make their arrangement on application to Mr. Smith, on the premises; or to the undersigned, in Sydney.

THOMAS S. MORT,
Auctioneer and Broker.

Sydney, March 22. 4713

HIGHLY IMPORTANT.

TO SETTLERS AND OTHERS IN THE MORETON BAY DISTRICT.

MR. R. J. SMITH, of the Steam Boiling Down Establishment, Kangaroo Point, begs to inform the settlers in the above district, that he has accepted Thomas Barker and Co.'s agency for the sale of their flour.

A large stock of flour being always on hand at the above establishment, settlers, and storekeepers may always depend upon being supplied with all qualities at the lowest market rates.

Kangaroo Point, March 27. 5068

DRUGS, CHEMICALS, AND PATENT MEDICINES.

EX "MAID OF CASHMERE," "BERMONDSEY," "ANGELINA," "SULTANA," AND "ALEXANDER."

THE undersigned has just received one hundred packages of GENUINE DRUGS, CHEMICALS, and PATENT MEDICINES, &c., &c., consisting of QUININE, STRYCHNINE in crystal, Powdered Cantharides, Extract Colocynth, Co. Rad. PARETRA BRAVA, Musk, OTTO ROSE, Adhesive Plaster, Gentian Root and Extract. Essence of Lemon, Bergamot, and Ambergris, CITRATE OF IRON and QUININE, Scammony, Citrate of Iron, Pyroligneous or Acetic Acid, Manna, Castor Oil—half-pints, pints, and quarts, DULCAMARA, Ipecacuanha, Fruit and Paregoric Lozenges, Cockle's, Hunt's, Dixon's, Parr's, and Powell's Pills, PHOSPHORUS, Nitrate and Muriate of Barytes, Blistering Plaster, Nitrate of Strontium, Sulphur Vivium, Quassia Chips, Chloride of Lime, Red and White Precipitate, CALOMEL, Fol. Digitalis and Hyoscyam, ROSE LEAVES, Carbonate and Tartrate of Soda, Oxalic, Tartaric, Muriatic, Nitric, and Sulphuric, Acids, ACETATE and MURIATE of MORPHIA, CHLORIDE OF ZINC, IODIDE, of PLUMBI and FERRI, CALCINED MAGNESIA, Carmine, Argent Nitratis, GENUINE HOLLOWAY'S PILLS and OINTMENT, Prepared Teats, Violet Powder, BLISTERING TISSUE, Capivi Capsules, Liquor Plumbi, Powdered Orris Root, Rhubarb, Cubebs, Nux Vomica, Scheele's PRUSSIC ACID, Sem. Coriander, Colchici and Cardomomi, Prepared Jamaica Ginger, PURE POTASSIUM, OXYDE and CHLORIDE of GOLD, Bluestone, James's Blister in sizes, SINGLETON'S GOLDEN OINTMENT, Butler's Fluid, EXTRACT SARSÆ, BUTLER'S and BOND'S MARKING INK without preparation, Perry's Essence for Toothache, James's Powder, Preston Salts, Vancouver's Cement, Gowland's Lotion, Dalby's Carminative, Essence Peppermint, INFANTS' HAIR BRUSHES, rich cut Smelling Bottles every variety of colour, Chip and Pill Boxes, White and Coloured Twine, Lint, HENDRIE'S Lavender and Millefleur, Atkinson's Bears' Grease, and GODFREY'S EXTRACT of ELDER, TURKEY OPIUM, Cetacium, Cera Alb., Cochineal, Jalap, Orange and Lemon Peel, Campeachy Logwood, CUDBEAR, Ground Brazil, MADDER, Peach Wood, Nut Galls, Fustic, Copperas, MURIATE and SOLUTION of TIN, &c., &c., &c.

A. FOSS,
Wholesale and Retail Chemist, &c.,
313, Pitt-street North, and corner of George and Pitt streets. 5627

EX "ANGELINA," "BERMONDSEY," "ALEXANDER," AND "SULTANA."

JUST RECEIVED, and on sale by the undersigned—Fine cut ISINGLASS, Tapioca, Pearl Sago, WEST INDIA ARROWROOT, WAX TAPERS, and CARRIAGE LIGHTS, Burgess' genuine ESSENCE of ANCHOVIES, Basket Salt, Coleman's Mustard, HARVEY and Chetney Sauce, TARRAGONA Vinegar, SPANISH and French Olives, Anchovy and Herring Paste, red and black Currant Jelly, Candied Lemon, Orange, and Citron Peels, Preserved Damsons, Gooseberries, Raspberries, Raspberry and Currant, red and black Currant, Prepared Cocoa and Chocolate, Coleman's and Lescher's Starch, Glazed Ditto, SMALTS, Servant's Friend, GORGONA ANCHOVIES, Jamaica Ginger, Sardines, Preserved Salmon and Grouse Soup, Italian Juice, Champion's best PICKLING VINEGAR, WARRANTED GENUINE, Sperm Candles, Patent ditto, 1s. 6d. per lb. by the package, Patent Wax Candles, 1s. 3d. per lb., equal to Sperm.

A. FOSS,
5628 313, Pitt-street North.

DRUGS, CHEMICALS, &c.,

EX "FIFESHIRE."

NOW LANDING from the above vessel for the undersigned, a general assortment of genuine Drugs and Chemicals, viz.:—

BULLOCK'S CITRATE of IRON and QUININE, HENRY'S calcined MAGNESIA, COCKLE'S, HOOPER'S, and HUNT'S PILLS, Bond's and Hooper's MARKING INKS, best Flake Manna, PHOSPHORUS, prepared Teats, SARSAPARILLA Root, Lenitive Electuary, Ivory Dust, Gold Beater's Skin, Wax Vestas, Chloride Lime, Gentian Root, PYROLIGNEOUS ACID, (for making pickling vinegar), Cephalic Snuff, BUTYR ANTIMONY, Solution Muriate Tin, Powdered SPANISH FLY (genuine), Violet Hair-powder, EDE'S HEDYOSMIA, Preston Salts, JAMES'S BLISTERING OINTMENT, Hydriodate Potash, Lunar Caustic, SULPHATE QUININE, Essence Bergamotte, Essence of Lemon, Æther, Beatson's RINGWORM LOTION, Essence Musk, Contrayerva Root, Dulcamara Caulis, Red Serpentariæ, Rasa. Quassiæ, Fol. Conii, Stramonium, Strychnia, Fol. Absinthii, Cort. Cuspariæ, Fol. Belladonnæ, Chemaphylæ, Fol. Lobel. Inflat, Rad. Pareiræ Bravæ, Cort. Granat, Rad. Senegæ, Cort. Simaroubæ, Cort. Ulmi, Flor. Arnic, Mont, Rad. Tormentilla, Chirayitæ, Fol. Digitalis, Rad. Hellet. Nigr. Rad. Ipecac, Rochelle Salts, Carbonate Soda, Tartaric Acid, an assortment of Rowland's Perfumery, Honey Soap, with a variety of other articles.

C. M. PENNY,
Wholesale and Retail Chemist, &c.,
5556 558, George-street.

HORSE MEDICINE.

STEWART'S COLIC MEDICINES for horses, can be had no where but from himself, at his place of business, in York-street, near the Barrack Gate.

It is put up in quart bottles, each containing two doses, and is accompanied by printed instructions for use. Price five shillings and sixpence; or, in tin flasks, six shillings and sixpence.

This medicine has been employed most extensively by Mr. Stewart for the last ten years; and when promptly and properly applied, it is almost infallible. The disease for which it is recommended is commonly termed gripes, and it is so often fatal, that most people whose business requires them to keep several horses, have suffered losses by it. The disease, moreover, is so sudden in its attack, and so soon fatal, that no one at a distance from veterinary aid ought to be without some of the medicine beside him. 5531

SEEDS, SEEDS, SEEDS!!!

THE Undersigned takes the present opportunity of informing the public that he has received per Louisa, the largest invoice and most varied assortment of seeds ever imported to this colony. This being the season for Hobart Town seeds, all those who are desirous of seeing their gardens well stocked with rich and nutritious plants, will avail themselves of the facility now offered them of doing so, by making immediate application to

MR. GEORGE M'DONALD,
George-street,
Opposite Jamison-street.

Who is the only person now receiving seeds from Hobart Town. 5697

NEW DRAPERY GOODS.

Ex Alexander.

2 CASES Superior Wool Tartans
2 Ditto fancy plaid Alpaca lustres
3 Ditto black and coloured Orleans cloths
1 Case very fine black Alpaca cloths
2 Cases furniture dimities
1 Case 7-4 and 8-4 damask linens
2 Cases containing—children's socks of every description, viz.:
White and coloured merino and lambswool, scarlet, tartan, and grey worsted, white, unbleached, and speckled cotton
5 Cases of assorted hosiery, viz.:—
Ladies' white and black cotton, white merino, and lambswool, fine black cashmere, &c., &c.

ALSO,

Men's white, unbleached, and speckled cotton half-hose, of all sizes and qualities
1 Case containing:—
Children's white and coloured, soled and unsoled Grecian boots, in a variety of new styles at

PITE AND PRESTON'S
5698 Emporium, 263, Pitt-street.

"London, 26th November, 1846.

"GENTLEMEN,—In consequence of having heard from several of "your correspondents here that you are "doing the most extensive business in Sydney, we have thought it advisable to consign to you six cases of the new Cachmere "dresses, part of a lot we have just received "from Paris.

"Sell them cheap, and let us have a quick "return, and by so doing you will ensure a "continuance of much larger transactions "with our house.

"Any suggestions you can make as to suitable consignments, shall be duly attended "to.

"We are, Gentlemen,
"Yours, truly,
"TAYLOR AND PERROTT."

To Messrs. C. Newton and Brothers, Sydney.

In consequence of the instructions contained in the above letter, it is determined to sell the whole of these superb dresses at 15s. the dress, being the same quality and style as those sold by other houses at two guineas the dress.

During the past week the last four cases of these goods have been opened, and parties desirous to secure any of them should lose no time in calling, as the tremendous run upon them is a fair omen that they will not remain long on hand. There are about three hundred of the most elegant styles amongst this lot, that measure twelve yards each dress.

CHRIS. NEWTON AND BROTHERS.
5500

SOMETHING NEW.

ONE CASE VERY SUPERIOR AUSTRALIAN WOOL SHAWLS.

IN Clan Tartans, Embroidered, &c., quite a curiosity, and the most suitable shawl for winter ever yet manufactured.

Settlers are invited to take them up to their wives, as a specimen of what can be produced from the flocks of New South Wales.

CHRIS. NEWTON AND BROTHERS,
5509 Bee Hive.

REGENTVILLE TWEED.

DIRECT FROM THE MANUFACTURER.

THIS very superior article of colonial manufacture may be had in any quantity, and of every colour and pattern, at the lowest market prices, at the stores of

R. FAWCETT,
Commission Agent and Auctioneer,
481, George-street.

March 31. 5256

COLONIAL TWEEDS.

ALL TWEEDS manufactured by A. and J. Rayner may in future be known by having a purple stripe in the selvages.

Goulburn-street West. 9406

A FRESH SUPPLY OF SPERM CANDLES,

WARRANTED TO BURN EQUAL TO ANY IN THE COLONY, 1s. 6d. PER LB.

COWARD'S BROWN WINDSOR SOAP, 1s. 3d.

China clothes baskets, in nests of three, 35s.
54-inch China matting, 2s., 45-inch, 1s. 9d., 36-inch, 1s. 4d.
54-inch coloured matting, 1s. 6d.
Iron safe, £3 10s.
China tea-trays, 25s. per set of three
3-4 and 4-4 painted canvas, 2s. 6d., 3s. 6d. per yard
Double barrel guns, with case complete, 70s.
Heavy three bushel bags, 20s.
Copying and Letter Press Machines
Rosewood Cabinet Pianofortes, six and a half octaves, all late improvements.

EX "TRAFALGAR."

The above is only recently landed, and any one wanting a really beautiful instrument this is a desirable opportunity,

PRICE, £47 10s.

ALSO,

Just landed, ex Waterlily,

Jams and Jellies, a very choice selection

Every description of slops, drapery goods, and settlers' stores, always on hand.

Country orders carefully executed in every department.

SAMUEL HEBBLEWHITE,
Kingston Warehouse,
450, George-street,
5543 Four doors south of the Post Office.

DOUBLE DEMY PAPER.

RECENTLY ARRIVED, and on sale by the undersigned, a parcel of the above, from one of the best English manufacturers.

5567 LYALL, SCOTT, AND CO.

GALVANISED IRON FOR ROOFING, &c.

THE Undersigned has still on hand, a small quantity of the very highly approved

GALVANISED IRON,

Admirably adapted for roofs of houses, verandahs, &c.

☞ Early application is necessary.

GEORGE A. LLOYD,
Auctioneer and Agent.

City Mart, 474, George-street. 5688

OILMAN'S STORES.

JUST RECEIVED, ex Bermondsey, from the celebrated house of Hesketh, Davis, and Co., and on sale at the stores of the undersigned—

50 Dozen quart pickles, in one dozen cases
74 Dozen pint ditto, in two dozen cases
20 Dozen quart salad oil, in one dozen cases
30 Dozen pint ditto ditto, in three dozen cases
12 Cases assorted sauces, three dozen cases
12 Ditto pint capers, two dozen cases
32 Cases, one dozen, one pound each, mustard
44 Cases, half pound, ditto ditto

M. LENEHAN AND CO.

P.S. Required a porter of steady habits and unexceptionable character. 5651

STOCKHOLM TAR AND PITCH.

EX "SULTANA."

ON SALE at the Stores of the Undersigned

LANE AND CO.,
Ship Chandlers and sailmakers,
5618 548, Lower George-street.

FIREWORKS.

Now Landing, ex "Fifeshire."

A SPLENDID assortment of best London-made Fireworks, consisting of—

Prince of Wales feathers
Rockets
Blue lights
Roman candles
Jack-in-boxes
Catherine wheels
Squibs
Double and single crackers, &c.

JOSEPH SCOTT,
5111 382, George-street.

CABLES AND ANCHORS.

NOW LANDING, from the Alexander, an assortment of the above, manufactured by the well-known house of Brown, Lenox, and Co., of the following dimensions, suitable for small vessels, viz.:—

Cables 1 1-16 inch, with anchor to match, &c.
1 inch ditto ditto
[illegible] inch ditto ditto
[illegible] inch ditto ditto
11-16 inch ditto ditto

L. AND S. SPYER,
No. 3, Jamison-street.

April 6. 5544

ON SALE, by the Undersigned—

Hops (Kent)
Sulphuric acid
Soda water corks
Soda water bottles
Blocks
Three-bushel bags
Woolpacks

ROBERT HOW AND CO.,
Lower George-street.

March 27. 5093

HOPS, HOPS, HOPS.

KENT and American Hops, the growth of 1846, on sale, wholesale and retail, to suit purchasers, by the undersigned, at the Australian Brewery.

JAMES WRIGHT

March 17. 4422.

ALLSOPP'S ALE.

ON SALE by the undersigned, Allsopp's bottled ale, in 3 and 4 dozen casks, in excellent condition.

5565 LYALL, SCOTT, AND CO.

WINES.

THE undersigned have on sale the following choice wines, ex recent arrivals from London—

Fine ports in wood and bottle, Black, Byass, and Mackenzie brands
Sherries, pale and brown, in hogsheads and quarter-casks, and in bottle
Ditto, the celebrated anchor brand, pale and brown, in octaves
Madeira, fine, in hogsheads
Marsala, Ingham's, in hogsheads
Champagne, A de V, in 1 dozen baskets
Sparkling burgundy, in 1 dozen cases

5566 LYALL, SCOTT, AND CO.

CHAMPAGNE, SWISS CHEESE, &c.

EX "FIFESHIRE" AND "ALEXANDER."

REAL Champagne, Mousseux, and Anisette de Bourdeaux, in one dozen cases

Swiss Cheese (Gruyere)

Eau de Cologne, of François Marie Farina, superior to all former importations from this old and celebrated distiller in Cologne.

AUGUSTUS DREUTLER,
5674 Harrington-street, Church-hill.

MARSALA WINE AND DEALS.

THE undersigned being about to disoccupy the premises at the Circular Wharf, now occupied by them, call the attention of

WINE MERCHANTS, BUILDERS, &c.,

to the large stock of the above articles which they hold, and which will be sold low, in lots to suit purchasers, as the whole must be removed within a month from this date.

ROWAND, MACNAB, AND CO.

Sydney, March 26. 5679

FOR SALE by the undersigned, ex late arrivals,—

Split peas
Two hundred and fifty gross first quality wine corks
Rock salt
Liverpool salt, in hogsheads
St. Ube's salt, in bags
Barrat's twist tobacco, in half tierces
Cavendish tobacco, in boxes
Two cases lucifer matches.

F. EBSWORTH,
Reiby Cottage, George-street,
5694 And Miller's Point.

FOR SALE.

PRIME COLONIAL SALT BEEF, in tierces, cured by Mr. Rankin, of Bathurst.

GILCHRIST AND ALEXANDER,
700, George-street.

April 7. 5681

SALT BEEF.

ON SALE by the undersigned, of superior quality, equal to Irish.

J. H. ECCLESTON,
5668 Queen-street.

FOR SALE, a Clarence Carriage, to be seen at W. Robb's, Coach Builder, George-street, opposite the Cathedral.

N.B. Fit for a respectable family.

April 7. 5647

ALBERT PONY PHAETON.

FOR SALE, at Kearey's Coach Manufactory, Pitt-street,

A handsome new Albert Pony Phaeton, built by Nash, Longacre, London. 5713

ALEXANDER OWEN.

IF the above person will communicate with the undersigned, they will forward him several letters, and a parcel, received from his mother.

COOPER AND HOLT,
Waterloo Warehouse.

April 5. 5563

WOOL AND SHEEPSKINS.

THE undersigned is a cash buyer of washed and unwashed Wool and Sheepskins, or will make advances on Wool consigned to his friends in London.

ABRAM BRIERLEY,
10603 Sussex-street.

WOOL AND SHEEPSKINS

THE Undersigned are cash purchasers of washed and unwashed wools and sheepskins; or, will make advances on wools consigned to Messrs. Armitage Brothers.

10533 J. T. ARMITAGE AND CO.

WOOL AND SHEEPSKINS.

THE undersigned are cash buyers of Wool and Sheepskins, either washed or the grease; or will make liberal advances on wool consigned to their house in England.

SWAIN, WEBBS, AND CO.,
8953 Harrington-street, Church Hill.

WOOL AND TALLOW.

WOOL and TALLOW purchased, or advances made on same consigned to Messrs. Lyall Brothers and Co., London.

10548 LYALL, SCOTT, AND CO.

TALLOW.

THE undersigned is a cash buyer of Tallow.

R. M. ROBEY,
5468 427, George-street.

GRIFFITHS, FANNING AND CO will advance on wool consigned to their friends in London, Messrs. John Gore and Co., or will purchase for cash. 225

THE undersigned will advance on Wool, or other colonial produce consigned to his correspondents, Messrs. Dudgeon and Co., of London; or to Messrs. Dudgeon, Balleny, and Co., of Liverpool.

A. BOGUE,
4499 Pitt-street.

THE undersigned are cash purchasers of wool, and other colonial produce; or will make advances on the same, if consigned to Messrs. D. Cooper and Co., London.

COOPER AND HOLT,
8990 Waterloo Warehouse.

THE undersigned will make advances on wool, tallow, and other produce consigned to Mr. Robert How, London.

ROBERT HOW AND CO.,
10562 Lower George-street.

THE undersigned will be a purchaser of wool during the present season, and will continue to make advances on wool and other produce consigned for sale, as usual, to his friends in London, Messrs. Ellice, Kinnear, and Co.

WILLIAM C. BOTTS.
Wharf, Darling Harbour. 6135

THE undersigned will purchase for cash, or will make liberal advances on wools of the present clip, if consigned to their correspondents in London, Messrs. Magniac, Jardine, and Co.

THACKER AND CO.,
7907 Fort-street.

SHIP "JAMES STEWART."

ALL parties having claims on the ship James Stewart, Kenny, master, are requested to send in the particulars of the same on or before Thursday, the 8th instant, at noon, in duplicate to the office of

DONALDSON AND CO.

April 6. 5601

NOTICE.

PARTIES indebted to the late firm of Charles Appleton and Co. are requested to pay their outstanding debts to Mr. Charles Appleton, Jun., or to Mr. M. W. Appleton, No. 257, Pitt-street, who are the only persons authorised to receive the same.

Signed J. V. M. WEISS.
CHAS. APPLETON, Jun.,
Attorney for C. Appleton, Sen.

Sydney, March 30. 5220

NOTICE.—The public are cautioned against giving credit to any one on my account, without my written order, as I will not be responsible.

GEORGE WM. BLOODSWORTH.

Blackheath, April, 1847. 5538

CAUTION.—The public are requested not to give credit to my wife, Bridget Fox, she having left or absconded from her home on the 24th of March ultimo.

JOHN FOX,
of the Scrubbers Creek, near Yass, in the county of Murray, New South Wales.

April 3. 5592

TO BUILDERS AND CONTRACTORS.

TENDERS are invited for the erection and completion of a cottage, at Darling Point, near Sydney, for Mr. Acton Sillitoe. The plans and specifications may be seen at the office of Mr. John Bibb, architect, Macquarie-street, to whom Tenders are to be delivered on or before the 17th instant.

7th April. 5714

TO BUILDERS, MASONS, AND CARPENTERS, &c.

TENDERS are invited for the various works required in erecting and finishing a store for Thomas Brown, Esq., on a vacant piece of ground, situate in Spring-street, Sydney. The plans and specifications may be seen at the office of James Hume, of King-street, Architect, to whom tenders are to be sent on or before Friday, at noon, the 16th day of April first.

JAMES HUME.

113, King-street, March 27. 5056

TO QUARRYMEN, &c.

TENDERS are required for excavating a quantity of rock, at the Circular Wharf. Particulars may be known upon application to Jno. Fred. Hilly, architect, 555, George-street. 5612

TO SOAP BOILERS AND OTHERS.

ANY one having a good second-hand Pan for sale, capable of containing two or three tons of soap, may hear of a cash purchaser by applying post-paid to F. Nainby, Morpeth.

N.B.—One of Messrs Struthor Dawson's casting would be preferred. 5656

WANTED, a Tutor, for a family in the interior. Salary liberal. Application to be made to X. Y., Herald Office.

April 7. 5717

WANTED, a visiting Governess, fully competent to undertake to finish a young lady's education in all the branches of accomplishments which are indispensable to a lady. Apply to Mrs. Charles Roberts, Castlereagh-street, Sydney. 5658

TO BUTCHERS,

WANTED immediately, two or three Butchers; those who have been accustomed to a boiling-down establishment would be preferred. Apply to Mr. Clark Irving, 554, Pitt-street, Sydney. 5622

WANTED, a competent SHIPPING REPORTER. Apply, by letter only, to Messrs. Kemp and Fairfax, Sydney Morning Herald Office. 5696

WANTED, two Assistants. Apply to W. Coleman, draper, 453, George-street. 5695

TO BRICKMAKERS AND CARPENTERS.—Wanted, Brickmakers and Carpenters to proceed to the interior. For particulars apply personally, at 169, George-street South. 5603

WANTED, for Tenterfield, New England, a married man, without encumbrance, as Sub-overseer, to take charge of about 15,000 sheep.

Also, a single man as blacksmith, able to repair drays.

Also, a man and his wife as Domestic Servants, at Clifton.

Particulars may be learned on application, and none but respectable parties, with unquestionable references, need apply to Messrs. Donaldson and Co., 398, Pitt-street. 5602

WANTED, a respectable Servant as Plain Cook, and to do part of the washing. Apply at Mrs. Thompson's, 52, Macquarie-street. 5657

WANTED, a female servant, in a small family. Apply to Mr. Caldwell, 200, Pitt-street. 5583

WANTED, a female as General Servant. She will not be required to do washing, but must be able to cook plain joints. Apply to H., Herald Office. 5156

WANTED immediately for a station on the Clarence River, three shepherds and one hutkeeper. The shepherds must have been accustomed to shepherding, and must undertake hutkeeping if required, and the hutkeeper would be required if necessary to act as farm servant. Apply to Thacker and Co., Fort-street. 5598

WANTED, a Man Cook, and to make himself otherwise generally useful. A character from his last place indispensably requisite. Apply at the Herald Office. 5670

WANTED, a young person to assist in the kitchen, and make herself useful. Apply between the hours of nine and two o'clock, to Mrs. R. Campbell, Darlinghurst. 5693

WANTED, a Boy about twelve or fourteen years of age, to take bullocks out and in to a paddock in the immediate neighbourhood of Sydney, also to make himself generally useful about the house and yard, for which liberal wages will be given. Apply at the Woolpack Inn, Brickfield-hill, Sydney.

One from the country will be preferred. 5710

THE Friends of a well-educated and respectably connected youth are desirous of placing him in a mercantile establishment. Salary not so much the object as a respectable situation. Satisfactory references and security will be given if required. Letters addressed A. Z., to the care of Mr. W. A. Colman, bookseller, George-street, will meet with immediate attention. 5447

WANTED, by a respectable young Woman, a situation as Nurse or Housemaid; the most satisfactory reference can be given. Address, if by letter post-paid, to C. G., Herald Office. 5663

A LADY and Gentleman, or two single gentlemen, will meet with comfortable board by applying at No. 8, O'Connell-street. 5667

TO BE SOLD OR LET,

THE TWO UNDERMENTIONED ESTATES, FORMERLY PROPERTIES OF MR. W. KLENSENDORLFFE.

FIRST.

TWO THOUSAND Five Hundred and Sixty Acres of Land at Limestone Plains, near Queanbeyan; and described in the Grant as—

"2560 acres of land in the county of Murray, bounded on the east by a line south 354 chains, commencing at the north-west corner of R. Campbell's 1060 acres; on the south by a line west 80 chains; on the west by a line north, 330 chains; and on the north by the Molonglo River, to the north-west corner of R. Campbell's 1060 acres, as aforesaid."

To graziers having squatting stations in the Maneroo and surrounding country, this property would be invaluable as a homestead, having a large stone house thereon, fitted up with every convenience for the residence of a respectable family, with detached kitchen, stable, and out offices, four acres of garden and orchard, with abundance of fruit trees; this and 150 acres of alluvial soil under cultivation, and capable of producing abundant crops, is well fenced in, as are also several paddocks, stockyards, &c.

Attached thereto is an extensive run for a few thousand sheep. Messrs. Campbell, Murray, and other gentlemen of known influence and responsibility, occupy its immediate neighbourhood, and it is in the direct route from the Maneroo districts.

SECOND.

Nine hundred and twenty acres of land at the Point Farm, near Liverpool, in the parish of Minto, described as—

"920 acres of land, commencing at the junction of Bunbury Curran Creek with George's River, and bounded on the east by that river, to the north-east corner of the Redfern estate; on the south by a line dividing it from the said estate and running from the aforesaid river to Bunbury Curran Creek; on the west by the said creek to the corner of Macquarie Field estate, and by the said estate to Bunbury Curran Creek, and by that creek to George's River."

On one part of this farm is a substantial stone cottage with flagged verandah, entrance hall, and contains—

Six rooms	Store-room, 52 x 46 ft.
A stone built dairy	Men's residence
A ditto kitchen	Coach house
A logged barn	Stock yards
Milking sheds, and	Out-offices.

The whole being adapted for the reception of any family, having seventy acres cleared, and divided into small paddocks; with an orchard and garden.

On the other part of this farm is an excellent weather-boarded cottage, containing—

Four rooms	A detached kitchen
A stable	A barn
Stockyards	Pig-sties
Out offices, an l	An enclosed garden of half an acre, with 120 acres cleared and cultivated.

As every part of these lands is well watered by the river and the creek, it may be let to small settlers with considerable advantage to the purchaser.

The whole of these properties having been known for many years, any further description of them would be superfluous.

The terms will be liberal, and Sydney property taken in exchange.

Any other particulars can be known on application to George Allen, Esq., Solicitor, Elizabeth-street; or to the proprietor,

P. W. PLOMER,
4839 36, Castlereagh-street, Sydney

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SHIPPING INTELLIGENCE.

ARRIVAL.

April 6.—*William Hill*, brig, Captain Browning, from the Clarence River.

DEPARTURES.

April 7.—*Soubahdar*, ship, Captain Umfreville, for Guam.

April 7.—*Maggie*, brig, Captain Jones, for Hongkong.

April 7.—*Woodstock*, barque, Captain Nicholson, for Manila.

April 7.—*Shamrock*, schooner, Captain Tulloch, for Circular Head. Passenger—Mrs. Tulloch.

April 7.—*Flora*, American ship, Captain Potter, for the South Sea Fishery.

CLEARANCES.

April 7.—*Jane*, schooner, Captain Steele, for Moreton Bay. Passengers—Mr. and Mrs. Murray, Mr. S. Holdsworth, Mr. G. Dates, Mr. J. Curtis, Messrs. Thwaites, Gordon, and Welsh.

IMPORTS.

April 7.—*Louisa*, brig, 182 tons, Captain Millton, from Hobart Town: 2 casks fruit, Dumas; 4 casks, 2 boxes, H. Mace; 46 boxes chocolate, J. Macnamara; 1 case kangaroo skins, 21 hogsheads brandy, W. Dean; 1 case fruit, 1 case jam, N. Turner; 5 cases preserves, Mrs. Wright; 1 bundle whaling gear, W. C. Botts; 3 casks sperm oil, Chapman and Co; 2 cases whaling gear, 1 case, and 1 bag seeds, 6 baskets and 2 cases fruit, 6 cwt. potatoes, 2 tons onions, 20 pockets hops, Order; 1 package fruit, Thacker and Co.; 1 package fruit, Riddell; 1 package fruit, Hamilton; 1 box apparel, White.

SHIPS' MAILS.

Mails will be closed at the Post Office as follow:—

For Hobart Town,—By the *Waterlily*, to-morrow, at six.

For India and England—(Overland Route.)—By the *Royal Saxon*, to-morrow evening, at 6.

For Melbourne.—By the *Phœbe*, on Saturday evening, at 6.

For Adelaide.—By the *Dorset*, on Saturday evening, at 6.

For England.—By the *William Hyde*, on the 16th instant.

The new brig *William Hill*, which has just come up from the Clarence, is the property of Mr. E Hill. She is a smart, likely looking craft, of about 145 tons; she is seventy-five feet over all, and has twenty feet beam. As soon as her cabins, &c., are fitted up she will proceed to Batavia.

The number of whaling vessels belonging to the port of Sydney, at present at sea, is seventeen.

The owners of the *Phœnix* steamer have put the vessel on the Patent Slip, after her recent long detention in the Richmond River, and we are informed that she is quite sound and perfect, a trifling portion of her copper in the false-keel only wanting replacing; she will be launched this day, and proceed to the Clarence River to-morrow evening, resuming her regular trips.

The brig *Regia*, Johnson, sailed from Newcastle yesterday for Singapore.

☞ The ship to the southward last evening was probably the *Sydney*, from Launceston, owing to the light northerly wind, she was not expected to get in until this morning.

ROYAL VICTORIA THEATRE.

This Evening, April 8,

Will be produced, for the third time in this colony, an Extra Extravagant Extravaganza, with new Scenery, Machinery, Dresses, Properties, and Decorations, written by G. A. a'Becket and Mark Lemon, entitled PETER WILKINS; or, the LOADSTONE ROCK AND THE FLYING INDIANS. Previous to the rising of the curtain, the increased band will play the Overture to the Bohemian Girl. Peter Wilkins, Mrs. Ximenes; Jack Adams, Mr. F. Howson; Wildman, Mr J. Howson; Pug (a monkey) Mr. Torning; Youriwkee, Madame Torning; Halicarnie, Mrs. Gibbs. A pas de deux by Madame Torning and Signor Carandini. To conclude with the popular Opera of LOVE IN A VILLAGE. Young Meadows, Mr. J Howson; Justice Woodcock, Mr. Griffiths; Hawthorn Mr. F. Howson; Eustace, Mr. Spencer; Hodge, Mr. Arabin; Lucinda, Mrs Ximenes; Rosetta Mrs. Guerin; Deborah Woodcock, Mrs. Gibbs; Madge, Madame Torning.

THE
Sydney Morning Herald.

THURSDAY, APRIL 8, 1847.

"Sworn to no master, of no sect am I."

LOSS OF THE "SOVEREIGN," STEAMER.

In publishing every particular that has come to their knowledge connected with the lamentable fate of the steamer *Sovereign*, the Directors of the Hunter River Company have only performed a duty they owed to themselves and to the public. But it seems to us, after a careful perusal of the several documents put forth, that in their anxiety to show that no precaution had been wanting on their own part to guard against accidents, they have pressed rather unduly upon the evidence of Captain Cape.

We at once admit, that the testimony they have adduced, touching the quality of the vessel, and the efficiency of the engines, has conveyed to our minds a distinct impression in their favour. Neither attention nor expense appears to have been spared. All that could have been done by the Company or its officers, in the way of liberal outlay and thorough repair and equipment, is proved, as we think, to have been done completely. The only point upon which we have not been satisfied, is with regard to the stowage upon deck. It is not enough to show that the aggregate tonnage of the cargo was below the registered burthen of the vessel. This fact is quite consistent with the very serious error of distributing the cargo without due reference to what, in our ignorance of nautical phraseology, we must term the safe *equipoise* of the ship, and the requisite facilities for working her. She may have been far from over-loaded, comparing her freight with her capacity, and yet have been top-heavy. Certainly we cannot resist the belief that her decks, for a sea-going, and especially a bar-crossing, boat, were fearfully lumbered. The breaking loose of her bales of wool and billets of wood is represented by all the witnesses as a dreadful aggravation of the first stroke of the calamity. It at once rendered her the less able to contend with her sudden emergency, and put it out of the power of the crew and passengers to do what might otherwise have been effected for their common safety. These bales and billets, indeed, were not merely obstructions to her management, but were the immediate instruments of mutilation and death to her unfortunate inmates.

We have heard gentlemen of large maritime experience speak on this head with deep emphasis, condemning the practice, so prevalent in all our coasting steam-packets, of lumbering the decks with cargo to an inconvenient and most dangerous extreme. In this point of view the Company can scarcely challenge acquittance from blame, though the generality of the usage may be pleaded in mitigation. The fate of the *Sovereign* ought to put an end to that usage at once.

The question at issue between the Directors and Captain Cape is simply whether the engines did or did not give way—whether they were or were not broken by the shock of the second roller. The negative seems to be with the Directors a point of honour—with Mr. Cape a mere dry point of fact. How far Mr. Cape's allegation can be fairly regarded as an impeachment of the Company's conduct, we must leave to be decided by persons better skilled than we pretend to be in the science of steam navigation; but we owe it to truth to declare our belief that the weight of testimony as to the matter of fact is with the commander. Looking only at the conflicting assertions of Captain Cape, and the fireman, M'Callum, we should be bound, by the ordinary rules of evidence in such cases, to concede the greater credit to the witness of known character. But the numerous declarations published in the *Herald* of yesterday have really appeared to us to add such corroboration to the positive averment of the master, as to leave not the shadow of a doubt that the truth is on *his* side.

The awful catastrophe suggests one topic for the consideration of the legislature; namely—whether it is not expedient that our passenger steam-boats, at least such of them as ply outside the Heads, should be placed under legislative supervision. There are laws regulating stage-coaches, having for their object the comfort and security of the persons who travel by them. There is an excellent Act of the Imperial Parliament for the same purpose with regard to ships carrying passengers from the ports of the United Kingdom. Why should there not be a similar enactment for our sea-going steamers? Their fitness for the important branch of the public service they undertake, and the proper restrictions of their cargoes and mode of stowage, ought surely to be cared for and looked to by those from whom Her Majesty's subjects are entitled to expect every possible measure of protection.

LAW INTELLIGENCE.

SUPREME COURT.—Wednesday.

Term Sittings.

Before his Honor the Chief Justice.

There were but four cases on the business paper of the day, which were all undefended, and were disposed of before half-past ten.

Banco Sittings.

Before their Honors the three Judges.

Hosking and another v. Norton and another, executors of Terry.

Their Honors pronounced judgment in this case separately; as follows:—

Sir Alfred Stephen, Chief Justice:—This is a case in which there have been already two trials: and it were much to be desired, that further litigation could be avoided in it. I am satisfied, however that as yet justice has not been done to these defendants; either in the popular sense, or according to the rules of law.

The matter is a very simple one. The defendants' testator gave a bond, many years ago, to the plaintiffs—conditioned to pay to them a certain annual sum, in trust for Elizabeth Terry, during her life. The action is brought to recover some years' arrears of that annuity. The defendants plead payment; that is, that they have paid the plaintiffs the annuity, up to the time of action brought. The plaintiffs, the obligees of that bond, deny such payment, and that was the issue for trial. On the first occasion, the Jury intended to find a special verdict; but miscarried in that object. On the second they found for the plaintiffs; the learned Judge directing them to do so, if they should be of opinion that the payments made, or said so to have been, were to the plaintiff Hosking for his own use, and not for that of himself and co-obligee. It is the propriety of that direction, which is now in question.

Had the facts been shown at the second trial, which were before the Jury on the first, I should not have felt one moment's difficulty, in this matter. But they were on the last occasion left so bare and indistinct, on one point,—that is to say, the particular mode of payment relied on.—that I have felt considerable embarrassment in determining, how far that matter was really now before us. Inasmuch, however, as on the argument in banc, the circumstances were all alluded to, or taken for granted, no question being made about them on either side, I have arrived at the conclusion that I may, for the purposes of this judgment, take them to be as then stated. The new trial is indeed asked for, on a ground which might be disposed of, without minute inquiry into those circumstances. The other facts of the case are clear enough. The point is not, however, whether the Jury drew a right conclusion on the question left to them, from the facts; but whether that was the question which they should have been called on to decide.

Taking the evidence simply as it stood at the second trial, it appeared first that, although the plaintiffs are mere trustees, and consequently without any interest of their own, as obligees, either to promote or transfer, the action was not brought by them; nor, as might have been supposed, for the benefit of their *cestui que trust*, the annuitant; but for the benefit of *their creditors*, or the creditors of *Hosking, one of these trustees*. A circumstance so extraordinary, it is obvious, cannot be accounted for by the fact, which was admitted, that both the plaintiffs have become insolvent; for their insolvency plainly did not, and could not affect their rights as such obligees. The explanation is easily given; but it is necessarily connected with the mode of payment, already adverted to. Secondly, it appeared that these trustees, the plaintiffs on the record, had severally admitted the annuity to have been paid. One of them said, that he believed it was paid; the other, Mr. Hosking, said positively that it was so. He then stated the mode of payment; on which the whole of the difficulty in the case has been made. He said, that he received it by anticipation; that is to say, by a loan made to him by the defendants, to be liquidated by the annuity, from time to time, as it should fall due. The defect in the evidence, (supplied for the purposes of the argument in banc,) was this—that there was nothing to explain, why or how he took on himself separately to make that arrangement. It is sufficient to say, however, that it was not imputed to Hosking (so far as I can collect,) that any fraud on his co-trustee, or on the annuitant, was thereby either intended or affected.

On this state of facts,—whether the explanation which might have been given, as to Hosking's particular position in the matter, was then in evidence or not,—I conceive that the only question for the jury was, whether such payment was or not made by the defendants, and received by the plaintiff, on account of the bond. Or, if it be thought too much to assume, that the transaction was a payment, (though what else it was, on the evidence, I cannot comprehend,) the question might have been left thus: Was the money advanced by the defendants, and accepted by Hosking, the obligee, with the design of thereby *pro tanto* liquidating the bond? On the evidence, as it strikes me, and especially in the absence of any imputation to fraud, there was no ground for the question, whether the payment was for Hosking's "*own use*." If it was made on account of the bond, or with the intention that the money should go against the bond, it clearly appears to me, that it was a payment under that bond. If so, (in the absence of fraud, or the imputation of fraud,) whether it was "according to the condition" of the bond, would be a question quite immaterial.

In one sense, no payment of a bond by anticipation, can be according to the condition. But if, in this case, without any intent to injure the annuitant, (still more, if by arrangement with her, or for her benefit, or that of some one entitled to represent her,) an advance was made of the annuity,—by loan of the amount, or otherwise,—to one of the obligees, by the assent (or not in fraud) of the other, I am of opinion that the condition of the bond was satisfied. We will assume, that the obligee received this advance, in fact, for the use of some appointee, or vendee, (she not being restrained from either sale or appointment,) of the annuitant. Could that be a reason, for treating the payment as no payment? Would it not clearly be, on the contrary, the very best reason why the defendants should have the benefit of the payment? Let us next suppose, that such vendee or appointee was, in fact, the obligee himself. Could *that* prejudice the defendants? Would the advance be less a payment, in the one case than in the other? Now, the circumstances showing Hosking's position, were either in evidence, or they were not. If they were, then such exactly appeared to have been his position. He was her vendee. In other words he was entitled to *keep*, in that character, what he *received* in another. That, surely, could not form a ground, for a verdict against the parties paying. If, on the other hand, the matters referred to were not in evidence, I confess that (in the absence of the imputation of fraud, or of any pretence for such an imputation) I discover no foundation for an inquiry, whether he did or not receive the money to his own use. The case then stood nakedly, as a case of money obtained by one of two obligees, from the representatives of the obligor. In such a case, it appears to me that there was and is but one question. Had that payment, in fact, on either side, reference to the bond? If, without fraud, there was the *animus solvendi*, as to that instrument, on the one side, and the *animus recipiendi*, as to the same, on the other, I think that the Jury should have been told to find for the defendants.

If there could be no such thing, by law, as the payment of a bond by anticipation, or if there were no distinct and direct authority for holding, that an arrangement of the kind entered into in this case, is in substance and effect a payment by anticipation, there might perhaps be some room for argument. But the case of *Sturdy v. Arnaud*, 3. T R. 599, of which the authority was recognised by this Court, in the judgment pronounced by us on the demurrer, (Res. Judg 1845, page 13) is quite decisive on these points. If it be said, that here the payment was to one of the obligees only, *Wallace v. Kelsall*, 7. M. and W. 272, is an authority equally conclusive; since it decides, that a payment *bona fide* (or in the absence of proof of *mala fides*,) to one of two or more co-plaintiffs is, in effect a payment to all. Then there is the case of *Gibson v. Winter*, 5 B. and Ad 102; which is an authority on two points—first, that a settlement in account with the party suing, though an agent only, is equivalent in that action to payment to the principal; and, secondly, that the admissions of such a party are evidence of the fact, against that principal. In *Alner v George*, 1 Camp. 392, which was an action brought by trustees, for the benefit of creditors, in the insolvent's name, Lord Ellenborough held that a receipt under the plaintiff's hand was an answer to the action; and he would not receive evidence of its being a fraud on them.

It was contended, however, by Mr. Windeyer and Mr. Michie, for the persons suing in this case, that our own decision on the demurrer, to which I have just referred, was an authority against the defendants; inasmuch as no more was proved in their favor, than was then admitted on the pleadings—which, at that time, the Court held to amount to no defence. The consideration of this point, then, becomes of some importance. Now, those pleadings disclose the real state of the facts; and we will see what they are, and what the judgment on them on that occasion amounts to. I shall take care, however, to clear away the confusion, which the recurrence of the same name, both as obligee and representative of the annuitant, tends to produce, by substituting a supposititious name, for that of the latter. It will then be seen, how little the decision relied on supports the conclusion drawn from it.

The bond was, to pay the *plaintiffs*; but, for the use of Elizabeth Terry. A payment to her, or her appointee, we held, would be no discharge of the bond; because, by the condition, the payment was reserved to the obligees. But the plea set up no payment to them, or either of them That is, to neither of them *as obligee*. The defendants alleged, that the annuitant assigned all her interest to one *Williams*; and that with him an arrangement was made by them, for an advance on loan, to be repaid by the annuity; by virtue of which arrangement, the amount of such loan not having been yet liquidated, the condition of the bond was satisfied This had the arrangement been with the obligees, or had the payments been reserved to the annuitant, would have been good as a plea of payment. It would not have been, merely, an *agreement* for payment; but, as in fact and substance it was, it would have been in law, as expressly held in the case first cited, a *payment*. But a payment to Williams was, *quoad* this bond, no payment. Such, according to our judgment on the demurrer, was in effect the plea then pleaded: and no more. It was a plea, (see the Judgment, page 14,) relying on payments to neither of the obligees, but to an appointee of the *cestui que trust* only: and such a plea, we held, was good neither in substance nor in form. Substituting the name of Hosking, who happened to be one of those obligees, for the name of Williams, (the other obligee appearing, on the pleadings, to have been a stranger to the entire transaction,) did not then appear to us to mend the matter; nor does it to me now. Speaking for myself, I had not then under consideration, I believe, the decision in Wallace v. Kelsall But that case would only show, that payment to one obligee, *as obligee*, is good; not that a plea, setting up expressly a payment to one, *in a distinct character*, would be good; especially without the assent alleged of the obligee: since no assent in the latter could be implied, nor (as I *conceive*) would a payment to the former operate, intrinsically, to bind him, where there was no community of legal interest, to supply those consequences. So understanding our decision, I see no inconsistency between it and my present opinion. If the decision amounts to more, I should not hesitate to say that I cannot adhere to it. But the only part which, in my view of the case appears to support the verdict, is the concluding paragraph. This, strictly speaking, was no part of the judgment, but the mere suggestion of an inference from it. Giving it full effect, however, I do not see that it applies to a case, where not only does no one dispute the defendants' claim, who is entitled to dispute it, but both the obligees, who are suing as such on the record, appear to have been assenting parties to the payments, and both acknowledge themselves as obligees to have so assented.

How the action can have been so far prosecuted, under such circumstances, I am at a loss to understand. But, be that as it may, the defence as it now stands is a very plain one The defendants say that they have paid the plaintiffs, the obligees, by paying one of them, with the assent of the other, for the use of the annuitant, (or the person representing, and entitled to represent her,) in exact accordance with the bond. The plaintiffs admit this to be true; and, in point of fact, no question has been made about its truth Neither does any one dispute that an advance of money on loan, by an obligor to an annuitant, to be repaid by the annuity, is in law and in fact a payment of that annuity, What the Statute of Frauds, or the Insolvent Act, could have to do with such a transaction, it really requires great ingenuity to imagine But the creditors of Mr Hosking, the party really entitled to the annuity by virtue of his purchase, claim to receive the arrears, which have thus been already once paid, on the ground (as I collect from the former pleadings,) that, the loan continuing as a debt, the payment of that debt by the annuity,—although at the time specifically assigned as the fund for payment,—is voidable by the insolvency. On this futile and unfounded notion, they are making use of the plaintiffs in this suit, to compel a second payment. Had Williams, in fact, or any such third person, been the owner of the annuity, and Hosking been the recipient for his use, (to satisfy, in point of form, the condition of the bond,) the impracticability of such an attempt would have been manifest. And, because he who received, had also a right to retain the money, why should there be a different result? But, in such a case, an apparent complication is easily introduced; and a very plain matter becomes, by the skill of counsel, a case of doubt and entanglement. Were the parties seeking from this Court to avoid the purchase, as incompatible with the relation of trustee and *cestui que trust*, I could understand the value to them of a direction, which seems to me to amount to this,—that the same hand cannot effectually receive, (though he be obligee, and though the money be received with intent to liquidate the bond,) if he receive in fact with the intention, in another character, to retain. But these parties by no means desire to avoid the purchase. They hold it to be good, and seek to take advantage of it. If, however, the purchase was good, how was Hosking to avail himself of it, on a transaction of payment in advance, but by the course pursued? If legal in Williams, or the annuitant herself, it would (the purchase being no longer in question,) be equally legal in *him*. The advance was secured as a loan, lest the annuity should fail before it reached the requisite amount for re-payment How, then, was he to carry his arrangement into effect, but by these means? Surely, because he represented the annuitant, he was not the less himself. And it can hardly be thought necessary, that he should have procured his co-obligee, to undertake or become a party to the receipt, when his own powers and rights, as obligee were at least equal. As annuitant, or representative of the annuitant, he could not (that is, could not effectually) receive. As obligee he could. The defendants pay him, being such obligee They pay him, *for what purpose?* If in liquidation of the bond, it seems to me, that then he necessarily received as obligee, and the bond was thereby liquidated.

Any other conclusion would, I conceive, amount to this: that the particular purchaser, or appointee, in this case, could not carry out his bargain, without depriving himself of his character of obligee altogether. Certainly, on the direction given at the trial, no other verdict could be given, than the one which was given; repudiating the payment. So that, merely because these defendants happened to deal with Hosking as the party beneficially interested, and therefore entitled *absolutely* to the money, they lose the protection given them by law, in paying it to *one of the obligees*;—although they clearly would have had that protection, had the same person been *only* an obligee but nothing more. Such a consequence appears to me to be against reason; and, therefore, clearly against law.

But there is yet another point of view, in which the case may be put. The direction to the Jury, it appears to me, would have been imperfect, even had the arrangement constituting the payment been with the *annuitant herself*. I see no reason, why the obligees could not have empowered her to receive payment on their behalf, or in their name. And I conceive clearly, that proof of such an authority, and of payment by the defendants to her accordingly, as the appointed agent of such obligees, would have been very sufficient evidence to a Jury in support of the plea here pleaded. Instead of this, the evidence is of a payment to *her appointee*; by the express authority of one, and the assent of the other of the obligees. I can recognise no substantial distinction between the two cases. In each, it seems to me that a Jury might regard, and ought to regard, the payment to the annuitant, (or to her appointee) by authority of the obligees, as a payment to the obligees themselves. And so, the payment to Hosking, even as appointee, and for his individual use as appointee, being by the authority of the obligees, that is to say, his own and that of his co-obligee, should be regarded, (or, at least, may be regarded) as a payment to the obligees, by reason of such authority.

Between this, and the opinion formed by me on the demurrer, if there be any inconsistency, I do not discover it. A plea of payment to the appointee, *as appointee*, I still think would be bad; though a plea of payment to Hosking, *as obligee*, might perhaps have been equivalent to a plea, alleging payment to both obligees But a plea of payment to *Williams*, the supposititious purchaser, would not have been good even in substance; for the reason given in our Judgment. And, for the same reason, we held that a plea was bad in substance, which relied on a payment to Hosking, the real purchaser. That decision may have been an erroneous one; and it is right to observe, that the point was not argued—for it was one taken by the Court Whether the decision was correct or not, however, my present opinion is, I conceive, not at variance with it; and in this, I am permitted to say, that Mr. Justice a'Beckett, who was then a member of the Sydney Bench, concurs with me.

Mr. Justice Dickinson.—I am of opinion that there ought not to be another trial of this cause; as I think the verdict was warranted by the evidence, that the evidence disclosed facts within the proposition of law I laid down to the Jury;—and that my direction was in substantial accordance with the judgment of the Court, upon the demurrer in this cause.

By reference to the printed Judgment, it appears to me that this point has been determined by us; "that a loan by the representatives of the obligor of a bond, conditioned for paying an annuity during one life by quarterly instalments, out of the obligor's assets, to one of two obligors, to be repaid during the life, by his appropriating portions of the advance toward payment of the instalments, as they respectively become due, is not *in substance* a payment to the obligees according to the condition of the bond, of the instalments which become due during the life specified." This decision appears to me equivalent to affirming "that a receipt of money from an obligor by one of two obligees, in advance, for his sole benefit, and not for himself and his co-obligee, according to the mode specified in the condition of the bond, is not a payment in performance of that condition." The rule thus expressed is almost identical with my instruction to the Jury Then, the evidence was, that Hosking (by himself) received a loan in advance, and agreed to repay it to the bond debtors, by remitting their payment of the instalments, to an amount equal to that of the money lent himself. Hosking therefore received a loan of money for his own benefit, of which his co-obligee was to have no share; and the mode of payment was as unlike that specified in the condition of the bond as it well could be. With the greatest deference to the better judgment of His Honor the Chief Justice. I venture to suggest that his reasoning impeaches the judgment of the Court, more than it impugns my ruling at *nisi prius*. Should the judgment upon the demurrer be appealed from, I feel confident that it would be affirmed. The payment was not made in the manner, and at the times, specified in the condition of the bond, and therefore the condition was not performed. Assuming that the transaction was equivalent to performance, by reason of the agreement, then I think both obligees should have been parties to it; and that at all events it should have been under seal. In addition to these, the reasons formerly assigned, I would suggest another. Had the agreement been made with both obligees and under seal, then, as it was not made certain by the contract, that any part of the loan would ever operate as a payment of any of the instalments, (as the life might obviously terminate before the first instalment became due), the subsequent appropriations would not aid the first uncertainty, and the whole transaction depending on the agreement would be void. Samford v. Cutcliffe, Yelv 124, cited in Selwyn's N. P. Covenant, Accord and Satisfaction, and in Com. Dig Accord, (B. 3), Earle v. Peale, 10 Mod. 67.

The case of Wallace v. Kelsall, I think has no application to the question before us; this being a question as to whether a contract was performed; that whether a cause of action for a broken contract had been discharged by satisfaction.

Mr. Justice Therry:—In dealing with this case, it appears to me it may be discussed and disposed of without interfering with, or at all disturbing what was settled by the Court in the judgment on the demurrer.—Besides the plea mentioned in that judgment, which was held to be bad—the defendants pleaded another plea—"payment to the two obligees." All that the Court did, was (the former being demurred to) to hold *the special plea of payment* to a *cestui que* trust, or, Hosking as her appointee, to be bad—and the defendant went down to trial on the plea of performance. As for the purpose of the present argument, nothing turns on the first trial, it is unnecessary to advert to it; but on the second trial, the question left to the Jury on the plea of performance was, whether the payment was made to Hosking's *own use*, and in the event of the Jury being of opinion that it was so made they were directed to find for the plaintiffs. The propriety of that direction is the point for determination to-day. It may be as well at the commencement to clear the case of two objections that were taken to the payment First, that the payment was made to one of two obligees, and it was contended that this was not a payment of monies in the condition maintained.—2ndly, that it was a payment made by anticipation, and not at the times, and in the manner stated in the bond. To the first of these objections the case of Wallace v. Kelsall, 7, Mees. & Welsby, p. 272, furnishes in my opinion a sufficient answer. That was an action by three plaintiffs for a joint demand in which the defendant pleaded an accord and satisfaction with one of the plaintiffs, and it there was held that the plea was good, without alleging any authority from the other two plaintiffs to make the settlement. The test which the Court there applied to determine the sufficiency and validity of the payment was whether the transaction was free from fraud, and whilst it intimated that if any question of fraud were to arise, it would do away with the transaction; yet, in the absence of fraud or the imputation of it (and both are absent here) it held that the payment was a good and sufficient one, and sustained the plea, though on the face of it, it did not appear that there was any consent of the other two plaintiffs to this mode of reducing the debt payable to the three jointly. As to the payment by anticipation, there is a passage in the judgment of the Court of King's Bench, in the case of Sturdy v. Arnand, 3 T R. 599,—a case cited and relied on in the judgment on the demurrer so exactly applicable to the present, that a short passage from it may not inappropriately be incorporated into a judgment in this case. "This is an action," said Lord Kenyon, "brought on a bond which was made for the securing the payment of an annuity at certain times in the year; and before the time of the first instalment the obligor lent to the obligee £200; in order to secure the repayment of which, he entered into this agreement, stated in the plea, by which he was authorised to retain the payments of the annuity from time to time, until the £200 and interest should be paid. But in answer to this, it is said that these payments did not become due until after the bankruptcy of the obligee, and that therefore they cannot be retained against his assignees. Now in justice and conscience it is impossible to raise any doubt—neither is there any doubt in point of law, for the condition of that bond has not been broken, and consequently no action can be maintained upon it. It cannot be said that the condition has been broken when it appears that payment has been made according to the terms of it. For though this is not a formal plea of *solvit ad diem*, yet it is equivalent to it. But it is said that this cannot be so considered, because the assignees had a right to those payments which became due after the bankruptcy, but they have only that property to which the bankrupt is entitled, and they must take it subject to his equity; and here those payments were anticipated;" and Mr. Justice Buller adds, "this case does not want the assistance of an Act of Parliament or a Court of Equity, for an obligor may plead payment before the day, as payment at the day, and payment before the day, would be evidence of such payment." As the authority of Sturdy v. Arnaud has been adopted by this Court in its judgment already in this very case, it appears that this judgment is a conclusive answer to the objection taken to payment by anticipation. It was next urged with great force and ingenuity on the part of the plaintiffs, that the Court in its judgment on demurrer held that the plea then under its consideration was bad—and that nothing more was proved at the trial than was admitted by that plea, which plea was held to be no answer to the action. This argument on reflection will, I apprehend, be found to be one more of apparent than real force,—the decision on the demurrer being that certain facts pleaded amounted to no defence. This was a decision with reference to the plea then under review of the Court,—and not a decision with reference to the plea of payment to the obligees, which the demurrer did not reach. Though the Court decided that the facts as pleaded in that special plea amounted to no defence, yet the effect of these facts becomes different when given under a plea of payment to the obligees A plea of payment to Hosking, the appointee of Elizabeth Terry, the party equitably interested, was held to be bad; but apply, and if I may so speak, transfer the same facts to the plea of payment to the obligees, and the effect is quite altered. For instance, though the plea of payment to the appointee of Elizabeth Terry, by virtue of an arrangement with him, negativing the payment to both obligees, is bad in substance, yet the same facts, when it moreover appears that the assignee and obligee is one and the same person, and that the payment to him as obligee, is made without fraud, and without the dissent of his co obligee, under a plea of payment to both, may make out the truth of that plea. Some confusion unavoidably arises from the double character of obligee and assignee, which Hosking fills in the transaction, but though he be the assignee, he is not on that account the less an obligee of the bond. In one sense, no doubt the receipt of the money by Hosking would be to his use as the assignee of the *cestui que* trust. It is a matter of accident, however, that he is the assignee. If it had been assigned to a stranger, or if not assigned at all, payment would still have to be made to Hosking as obligee, in the former case to the use of the vendee of Elizabeth Terry; or in the latter, to her own use. Whether the payment were to the use of Elizabeth Terry,—or a stranger assignee,—or himself as assignee, his position as *obligee remains unaltered and the same*. The question of appropriation then appears to be immaterial—the true material and important question being, whether the payment was a payment to Hosking in discharge of the bond. In the absence then, of fraud, or the imputation of it—in the absence too, of the proof of any dissent on the part of Hosking's co-obligee — with great deference to the learned Judge who tried the case, it does appear to me that the determination of the question of whether the payment was made to Hosking's use or not was an erroneous direction, and that unaccompanied by the suggestion of such a consideration, the question for the decision of the Jury was, whether the payment to Hosking was a payment in discharge of the bond. There are some very peculiar features in the case which it is unnecessary to dwell upon;—of these the principal is, that the action is brought in the name of the obligees, by both of whom it is repudiated,—and by both of whom the bond is believed to be satisfied. Although it may be a matter of some regret that this case should be again sent to trial, yet it is better that it should be submitted to a third, or even a fourth investigation, than that a party should be required and called upon to pay *twice* a debt or demand which he has already paid *once*, if it should appear satisfactorily that the payment he thus *once* made was *bona fide* made, without collusion or the imputation of fraud of any kind; and moreover made to the party duly and legally entitled to receive it Whilst I differ, with deference, from the learned Judge who tried the case, it is some satisfaction to me to learn from what has fallen from the Chief Justice as to the opinion of Mr. Justice a'Beckett, that if the Bench had been constituted and composed of the same members now that it consisted of when the first branch of the case was decided here, the judgment would be the same as that pronounced by the Court now.

Insolvency Jurisdiction.

Before the same.

Certificate of Discharge.

The certificate of discharge granted by the Chief Commissioner to Josiah Skerritt was confirmed by the Court.

Plans of Distribution.

Plans of distribution were confirmed by the Court in the following estates, namely—

In the estate of Henry and Joseph Moore, yielding a further dividend of 1s 3½d. in the pound, making altogether a dividend of 8s. 3½d. in the pound.

In the private estate of Henry Moore, yielding a further dividend of 5s. 5d. in the pound, making a total dividend of 11s. 5d. in the pound.

In the estate of Joseph Moore, yielding a further dividend of 14s. in the pound, making in the whole a dividend of 20s. in the pound.

In the estate of James Chapman, yielding a dividend of 11½d. in the pound

Ex parte R. C. Gordon.

Mr. Windeyer moved, upon notice, for the allowance of a certificate to the above-named insolvent. The application was made under the rider to the 10th of Victoria, No. 14, which empowered the Judges to reconsider their decision whenever two years had elapsed since the disallowance of an insolvent's certificate, in order to determine whether, under all the circumstances, a more merciful view might not be taken of the insolvent's case, and his certificate allowed to him; either at once or after such a lapse of time as might seem necessary to the Court. The application was supported by lengthened affidavits from the insolvent himself and other parties connected with him in business transactions, explanatory of the circumstances which had led to the former disallowance of his certificate. It also appeared that the application was made with concurrence of above two-thirds of the insolvent's creditors, both in number and value.

Their Honors postponed the further consideration of this application until the 28th instant, directing that, in the mean time, notice should be given of it in the *Government Gazette* and a Sydney newspaper. This being the first application of the kind, their Honors thought it necessary to lay down a course of practice for such cases, and the notice was required in order that any persons who thought fit might oppose. It was intimated, however, by the Chief Justice, that the affidavits appeared to him at first sight to afford a satisfactory explanation of circumstances which had formerly been doubtful.

Woolley v. Walker.

This was a rule *nisi* calling upon Mr. John Walker to show cause why he should not be removed from his trusteeship in the estate of John Jones, of Bathurst.

Mr. Lowe appeared in support of the rule, and Mr. Foster appeared to show cause against it; but the argument had not terminated at the time the Court rose.

Business for To-day.

Rules Nisi.—Simpson v. Doran, and the Queen v. Windeyer (mandamus).

New Trial Motions.—Bull v. Ebsworth (part heard), Doe dem. Irving v. Gannon, Ayrane v. Riley, Carrington v. Coffey, and Jeffers v. Eales.

DOMESTIC INTELLIGENCE.

INSOLVENCY BUSINESS.

Meetings for To-day.

John Samuel Uther, a single meeting, at half-past ten o'clock.

William Mattinson, an adjourned single meeting, at eleven.

Meeting for To-morrow.

Joseph Wilson, a single meeting, at half-past ten o'clock.

ABSTRACT OF SALES BY AUCTION THIS DAY.

Mr. R. Fawcett.—At his Rooms, at half-past 10 o'clock, three cwt. Indigo, Drapery, Goods, Cheese, Tallow, Cooking Apparatus, &c.

Mr. G. A. Lloyd.—At his Rooms, at 11 o'clock, Stanhope Gig, Groceries, Vinegar, Kent Hops; at 12 o'clock, Wines.

Mr. J. G. Cohen.—At his Rooms, at 11 o'clock, Ironmongery, Cutlery.

Mr. S. Lyons.—At his Mart, at 11 o'clock, Tea, Cigars, Chinese Blinds, Matting, Salad Oil, Hops, Cape and Tarragona Wines, Arrack, Gin, Porter, Coffee, Rope, Chinaware.

Mr. Mort.—At his Rooms, at 12 o'clock, the Whaling Brig *Scamander*, 70 tuns Casks, London-made Water Butts, Iron Kentledge.

COUNTRY SALE.

Mr. Byrnes.—At Mrs. Walker's, Red Cow Inn, Parramatta, April 12, at 12 o'clock, Land in Marsden-street.

Errata.—The following typographical errors occur in Mr. Paterson's letter, as published in the *Herald* of yesterday:—In line 6, for "above" read "alone of;" in line 10, insert "as" before "Captain," and for "the" read "their;" in line 11, substitute a comma for a period; and, further down, for "immediate shaft," read "intermediate shaft."

Mr. Justice Therry.—Various reports respecting arrangements said to have been made to supply Mr. Justice Therry's seat on the Bench during his absence in England have been in circulation during the last few days, many of which are groundless, and all premature. Mr. Therry has not obtained leave of absence, but by the *Palestine*, which left Sydney in July last, he applied to the Secretary of State for leave; but as no intelligence of the arrival of the *Palestine* has yet been received, of course no answer has arrived, but it is expected by the next packet. Should the leave applied for be granted, it is probable that the Secretary of State will suggest in what manner the duties of the office are to be performed during Mr. Therry's absence. We have the best authority for stating that at present no arrangements have been made in the colony.

Dispensary.—Cases treated in the Sydney Dispensary in March, 1847:—New cases—men, 70; women 64, children, 66: total, 200. Prescriptions—men, 488; women, 404; children, 200: total, 1092. There are now in the Infirmary—men, 49; women, 10; children, 3: total, 62.

Stealing from a Master's Till.—John Trott, a free man, employed as a porter by Mr. Brown, grocer, King-street, was yesterday committed to take his trial for stealing £6 from the till in his employer's shop. It appeared that one of the shopmen, named Frazer, left the prisoner behind the counter near the till, where he had seen the money a few minutes previously, and on returning from the back premises sent the prisoner out with a message; the prisoner had only been gone for a few minutes when the money was missed; as no other person had access to the till suspicion fell on him; when taken only a few shillings were found on him.

Watch-Stealing.—About half-past eleven o'clock on Monday night, a silver watch, value 50s., was stolen from a house in Gloucester-street occupied by a shoemaker named Thomas Willis. The name of the maker, "Davis," was on the inside case.

Boot-Stealing.—About eight o'clock on Tuesday evening, a pair of calfskin Wellington boots, value 30s., were stolen from the residence of Walter Christie, warehouse-keeper, Pitt-street. Suspicion attaches to a servant who had been discharged in the early part of the day.

Charge of Horse-stealing.—On Tuesday last, Livingston Mitchell, residing at Darlinghurst, gave William Smeaton, a ticket-of-leave holder in his employ, in charge to Sergeant Burke, of the Sydney Police, for having on the preceding evening stolen one of his horses, value £25, out of his stables. The case is under investigation before the Hyde Park Barrack Court.

Boiling Down.—We have been favoured with the following account of the operations at Windermere Boiling Down Establishment, during the month of March, 1847:—

195 bullocks, the property of Mr. W. C. Wentworth, averaged 220 lbs. of tallow, yielding ..	42,900 lbs.
103 bullocks, the property of Mr. G. Dight, averaged 222½ lbs. of tallow, yielding..........	22,917 ,,
169 bullocks, the property of Mr. W. Ogilvie, jun., averaged 201 lbs. of tallow, yielding..	21,909 ,,
Total......	87,726 lbs.

There are also now on the establishment a number of sheep and cattle, waiting their turn for boiling down.—*Maitland Mercury*.

Court of Requests.—The Court of Requests adjourned at No. 196, and will commence this morning at No. 197.

Steam-boat Mishap.—On Tuesday morning, the *Emu*, on her up trip to Parramatta, when about a quarter of a mile below Newington broke some of the arms of the larboard paddle-wheel. Further progress was necessarily stopped, and the passengers had to wait for the arrival of the next boat from Sydney before they could proceed to their destination. As, however, the relief boat did not leave Sydney until some time after her usual hour of starting therefrom, Parramatta was not reached until four hours after the usual hour of arrival there. The mishap is one that a day will repair.

The Female Footpad.—Kezia Hewart, assigned to her husband, and apprehended on Saturday night for knocking a man down in Elizabeth-street, and robbing him of a half crown and a one pound note, was brought before the Hyde Park Barrack Court on Tuesday last, when she was convicted, and ordered to be confined and worked in the third class of the Female Factory for twelve calendar months.

Sales This Day by Mr. Samuel Lyons.—We are requested to remind purchasers in general that Mr Samuel Lyons sells, this day, at his Mart, at 11 o'clock very superior coffee, Cape wine, East India arrack, gin in cases, chinaware, rope, cigars, Tarragona wine, hops, porter, &c.—*Communicated*.

We are requested to direct particular attention to J G. Cohen's sale this day, of ironmongery, cutlery, &c., being new goods just landed, comprising a most varied assortment of goods now most in demand; the whole of which will be sold without the least reserve. The sale will commence at eleven o'clock precisely.—*Communicated*.

Whaling Brig "Scamander."—Our readers are reminded that Mr. Mort will sell, at his Rooms, this day, at twelve o'clock, without any reserve, the whaling brig *Scamander*, as she now lies at the Circular Wharf, with her sails, whaling gear, whaleboats, anchors, cables, &c., also, 70 tuns casks, 35 tuns London-made water butts, and 25 tons kentledge.—*Communicated*.

RYDE AND KISSING POINT REGATTA.

Monday, April 5.

An accidental conversation occurring about three weeks since, between two or three residents of this locality, while steaming to the metropolis, led to the getting up of Monday's amusements. Brief as was the time allowed, nevertheless it would have been difficult for better arrangements to have been made, or to have been more admirably carried into effect.

The spot selected for the scene of the Regatta was most judicious. All who have ever voyaged up or down the Parramatta River must have noticed nearly opposite Kissing Point, on the brow of a small promontory, an unfinished building with a touch of perhaps what was intended for the castellated order of architecture. The curious on enquiry will have learned that this building is known by the name of Levy's Folly, from its late eccentric owner never completing his intended villa residence. The spot is about as picturesque a locality as there is on the river, and commands a lengthened view. This was the site selected for the visitors, and as the various members of the Committee had built small bush alcoves for the accommodation of their families and friends, numerous flags were flying, and the 58th band playing, and all present seeming to know each other, and to have met, both gentle and simple, to please and be pleased, it is scarcely necessary to add that a very agreeable day was passed, just in fact such a one as would be enjoyed at a rural fete in the father-land, and the generally orderly behaviour of the humbler classes present contributed in no small degree to realise the parallel The attendance in numbers at one time of the day could not have been far less than 1000, and of these there were two good steamer loads from Sydney.

FIRST MATCH.

First prize, £5; second prize, £2.

For racing gigs pulled by amateurs, starting from the flag vessel moored off Levy's, rounding a boat anchored off the Hen and Chickens passing on the south side, and back to the flag vessel.

Boats' Names.	Owners.	Flags.
Jim Crow	Mr. Todd . .	Blue
Sons of the Thames	Mr. Walker . .	Green
Red Rover	Mr. Small . . .	Red

This promised at the starting to be a capital race, the boats keeping for some time well together, unfortunately, however, *Jim Crow* broke down. The race for the first prize was fiercely contested by the two other boats, and was obtained by the *Sons of the Thames*. The race was pulled, considering the distance, very quick, it only occupying forty-four minutes.

SECOND MATCH.

First prize, £1 10s. Second Prize, £1.

For sailing Skiffs not exceeding sixteen feet keel, same course as Match No. 1.

Lizzy	Mr. F. Ford	St. George's cross
Centipede ...	Mr. Suttor .	Light blue
Mary Ann ...	Mr. Curry .	Blue
Ann of Cleves .	Mr. Darvall	White
Mary	Mr. West . .	Red burgee
Mosquito ...	Mr. Digby .	Red & white cross
Pet	Mr. Abbot .	Yellow

The very little wind that prevailed during this, as well as the subsequent sailing matches, took a good deal away from the excitement matches of this nature generally cause; and although for this reason some of the competitors were not able to fully exhibit the sailing qualities of their crafts, it yet afforded a very fair opportunity for the exhibition of nautical skill in making the most of every cats'-paw of wind occurring. This was well shown by the *Mary* and *Lizzy* coming in so close together, that the former skiff was not above eighteen inches in advance of the latter. The third boat in was Mr. Suttor's *Centipede*.

THIRD MATCH.

First Prize, £4 Second Prize, £1 10s.

For four-oared Boats, of the class of ships gigs; pulled by amateurs or ships' crews; the same course as Match No. 1.

For this match the entrance book showed boats belonging to Lieutenant-Colonel Wynard, Mr Devlin, and Mr Digby, but the two former gentlemen withdrawing, a match was made up by Captain Moriarty running his gig against Mr. Digby's *Crazy Jane*. The race was won by the former.

FOURTH MATCH.

First Prize, £6. Second Prize, £2.

For sailing Yachts under eight tons starting from the Flag Vessel; round a boat moored off the Brothers; passing on the south; rounding on the north side; passing the Flag Vessel, and round a boat anchored off Charity Point; passing on the south, and returning on north side back to the Flag Vessel.

Look-at-Me ..	Mr. Howard .	Black
Susan	Mr. Digby ..	Red & crosses
Aquila	Mr. Devlin ..	White
Phantom	Capt. Chilcott	White and red

Won by *Look-at-me* and *Aquila*.

FIFTH MATCH.

First Prize, £2 10s. Second Prize, £1.

For Skiffs pulled with two oars by amateurs; the same course as Match No. 1.

Centipede	Mr. E. Suttor	Light blue
Waterwitch ..	Mr. Small ..	Blue
Pelter	Mr. Burrows .	Blue peter

Won by *Pelter* and *Centipede*.

SIXTH MATCH.

First Prize, £5. Second Prize, £2. Third Prize, £1.

For all sprit-sail Boats not exceeding six tons, that have been engaged conveying wood or fruit on the Parramatta River for the last three months; the same course as Match No. 4.

Shepherd ..	Mr. Wymis ..	Tartan
Jane	Mr. J. Allen .	White, with name
Flying Fox ..	Mr. Small ..	Jack
Rover's Bride	Mr. Bateman	Blue and red
Unity	Mr. Bray	Blue and white
Billow	Mr. Rook	Red and white
Eagle ...	Mr. West	White

The boats came in, the *Shepherd* leading, *Jane* and *Billow*, following.

The concluding match of the day was one that mostly affords the greatest amusement—a dingy race. There were two dingies started, the first, however, was very quickly caught; but with the second there was some excellent sport, and it was not until within a couple of minutes of the time allowed for the race that the dingy puller was caught.

This wound up the announced sports of the day, but subsequently a private swimming match was made between a boy, a native of New Caledonia, in the service of Mr. Beckford Simpson, and Mr. Redmond. The match lasted

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...nty-five minutes, and during which time ...s was some exceedingly clever play made ...diving, by both the competitors, indeed, ...was somewhat surprising to observe the ...gth of time both Mr. Redmond and the ...t at different periods of the match remained ...der the water. The match was won by the ...y Mr. R. not having been able, although ...e or twice within a hair's breadth of doing ...to catch him.

SPORTING INTELLIGENCE.

PARRAMATTA RACES.

These races came off at the Race Course on ...nday. They were numerously attended, ...d were characterised by some excellent ...ing, and marked good behaviour on the part ...the large number of spectators present.

First Race.

For a purse containing 15 sovereigns; heats ...e round the course, carrying 10 stone, for ...hackneys which have never won a £20 ...e, matches excepted.

Pye's Toby, b. g.	1	1
Reid's Phantom, g. g.	2	2
Ryan's Be Easy, b. g.	4	3
Walsford's Tomahawk, c. g.	3	4
Berry's Forester Lad, c. g.	5	5
Taylor's, jun., St. John, bl. g.	dr.	

Second Race.

For a purse containing 10 sovereigns; heats ...round and a distance, carrying 9 stone, ...all hackneys which have never won a £10 ...e, matches excepted.

In addition to the subjoined horses, Mr. ...had entered Toby for this race; but the ...ulations excluding the winner of the first ...e, the horse was withdrawn.

Taylor's, jun., Scratch, b. g.	2	2
Davis's Gohanna, gr. g.	1	1
Fuller's Spanker b. g.	dis.	

Third Race.

Maiden stakes of 10 sovereigns; heats ...e round, catch weights, for all ...ckneys which have never won ...prise. Horses running in the previous ...e not allowed to start in this race.

There were seven horses started for this race, ...t the race lay between

Fitzsimmon's Paddy Whack, br. g.	1	1
Harpur's Brewer, br. g.	2	3
Pye's Dick, b. g.	3	4
Davis's Whisker	4	2

The other horses were nowhere.

Fourth Race.

Handicap Stakes—a purse for all horses ...ten at this meeting.

For this race seven horses started. The ...y, however, was made by Mr. Walsford's ...aunt gelding Tomahawk, the winner, and ...o was closely followed by Mr. Ryan's Be ...y, and Mr. Reid's Phantom.

Although the getters up of the meeting ...ned at no higher pretensions than affording ...ir fellow-townsmen a day's amusement, and ...et unambitiously styled the races mere hack ...s, there was some first rate sport, and some ...the racers would not have disgraced a meet... of a far more exalted and aristocratic ...aracter. The course at Parramatta is one of ...best in the colony, and some years ...ce the Parramatta Races excited ...siderable interest in the sporting world, ...ny of the best racers of the present ...y having come out on it. Somehow or ...er, perhaps from the general prevalence of ...d times, there has not been for some years ...t a meet; but as a revival has now been ...de, it is to be hoped that races will be once ...re established. A beginning for so desira... a result has, by the present meeting, been ...ade, and it only requires a little energy and ...severance to secure its continuance an...ally.

NEWS FROM THE INTERIOR.

(From our Correspondents.)

PARRAMATTA.

Floral, Horticultural, and Agricultural Society.

...n adjourned meeting of persons favourable to ...he establishment of a Society having for its ...bject the advancement in the county of Cumberland of Floral, Horticultural, and Agricultural pursuits, was held at Mr. M'Kay's, the Australian Arms, on Tuesday evening.

The attendance was not so numerous as had ...en expected; but, as will be seen from the ...marks of some of the speakers, all present ...ere so from being from their avocations interested in the formation of the proposed Society, and among whom were several well-known florists and horticulturists from Sydney.

Mr. Lawson, M.C., having been placed in ...e chair, opened the business of the evening ...y reading the resolutions passed at the preliminary meeting, and then observed:—A Society having a portion of the objects it was ...ntemplated the proposed one should embrace once existed in Parramatta, and while ...I did so, he (Mr. L.) always experienced considerable pleasure in attending its meetings, from which much general good ...sulted. The cause of its decease ...eed not now be alluded to, the best course ...ow to pursue being for all to unite and at ...nce form a society which should be lasting. Windsor, Penrith, and other places in the colony, possessed societies of this character; and it was not very flattering to Parramatta, the second town in the colony, that it was without one: for while by Agricultural Societies a great benefit was conferred on the colony at large, by their effects in bringing into immediate contact the wealthy and the humble agriculturist, and the shopkeepers of the town, and thus inducing the prevalence of a general good feeling amongst all classes; and it was to the want of some of these re-unions that he attributed the declination of prosperity which had of late years occurred in Parramatta. Every requisite for a good show existed in the district. There was good competing wine, tobacco, and other articles, produced in it. The soil is the mainspring of the whole of colonial wealth; and it is what the rising generation will have to look to for their future prosperity: and it was, therefore, the youths of the colony he particularly desired to see members of Agricultural Societies; and he would remark, that without wishing to trench on the field of politics, that these bodies had ere now been found to have made a formidable stand against oppression. Mr. L. then, in a few pertinent observations, alluded to the beneficial results arising from these Societies in England, ...ets well proved by their extension throughout the land, and could not help regretting that a few of the large agriculturists of the district were present on a matter so vitally affecting their interests, and it therefore became a question whether it would not be preferable to adjourn until a future day, when, by the interim, circular letters being sent throughout the district and county, a larger attendance might be secured.

Mr. Nelson Lawson was averse to adjournment, although there were not so many present as was desirable, and feeling that the absentees showed something like contempt for those who had met, yet as they were quite sufficiently numerous to form the Society, he considered the meeting by so acting would show they were able to carry out so excellent an object, by their own means and energies. He therefore moved—"Resolved, that it is the opinion of this meeting that a Society, having for its object the advancement within the county of Cumberland of floriculture, horticulture, and agricultural pursuits in general, should be forthwith established.

Mr. Joseph Kenyon, Senior, was opposed to an adjournment. A beginning once made, success would follow. He spoke with confidence, as he had some years since the pleasure of being one of those who established a Society which he had now the gratification to say was a flourishing one—the Australian Floral Society. The number of those who made the attempt to found that Society was only five. The number now in attendance to found the present society was very far exceeding five. In the early days of the Society he had alluded to, the members were all humble working men, although it now comprises in its subscribers the most exalted in, and the utmost respectability of, the colony. Why, therefore, there should be any delay in at once forming a society in this district, as some of the most extensive practical and successful agriculturists in the colony were amongst its residents, he could not see. Mr. Lawson had alluded to the failure of a society which had heretofore existed in Parramatta. The cause of failure was a then prevalent want of union among the parties, through the existence in those days of a class feeling; but as nothing of this kind now happily prevails, the best hopes for the successful existence of a society might now be fully entertained. Mr. K. then seconded the resolution.

Mr. James Pye was desirous of an adjournment until Saturday next, when he considered a large attendance of the small farmers in the district, and for whose benefit and advancement in their agricultural pursuits these Societies are peculiarly interesting, could then be secured. Mr. P. then moved an amendment for an adjournment.

Mr. Oakes being well convinced that there was no one present who would not be a contributor to the funds of the Society, would oppose all adjournment, more particularly as it had often been found in Parramatta that an adjourned meeting is more thinly attended than the original one.

Mr. George Langley having seconded Mr. Pye's amendment, it was put and lost, and the original resolution carried by a very large majority.

Mr. Oakes then moved, and Mr. A. L. M'Dougall, of Baulkham Hills, seconded the following resolution—"Resolved, that the Society be called the Cumberland Floricultural, Horticultural, and Agricultural Society, and that the following gentlemen, namely, Messrs. W. Lawson, M.C.; Nelson S. Lawson, J.P.; George Oakes, James Pye — Harris, Joseph Kenyon, senior; and Messrs. Driver, T. W. Shepherd, and Richards, (of Sydney), be appointed a provisional committee to obtain subscriptions, draw up a code of regulations for the guidance of the Society, and to report the same at a meeting of the subscribers to be called for that purpose, on Monday, the 10th proximo.

The motion having been carried unanimously, a vote of thanks proposed by Mr. Bradley and seconded by Mr. Blakefield, to Mr. Lawson, who had vacated the chair in favour of Mr. M'Dougall, for his attendance, was carried by acclamation, when Mr. Lawson briefly returned thanks, pledging his best exertions, and the service of his purse in aid of the newly formed Society, and immediately headed the subscription list by one of five pounds,—an example immediately followed by his son and other gentlemen, and in the course of a few minutes, between £30 and £40 were subscribed

Three cheers having been heartily given for the iron bark of Prospect Hill, the meeting separated.

Serious Accident.—In the course of Tuesday afternoon there were some bye matches on the Race Course, in one of which a fine young lad of about twelve years of age, named Eaves, was riding a horse belonging to Mr. Tunks, of this town. A fine start had just been made, when suddenly the animal turned off the course, rushed towards a fence, which, such was the force of the contact, was carried away, and the rider thrown, and his arm broke. The horse then, after proceeding a few paces, staggered, and fell dead. The accident being almost momentarily observed by a gentleman on the course, who fortunately had a gig with him, he immediately got the injured lad into the vehicle, and drove him to the residence of the nearest medical gentleman, from which prompt assistance the injury is not likely to be of so serious a nature as it first promised. The horse had only some few minutes previously to the race been brought from the stable, and at which time appeared to be in as good health as usual.

The Governor.—His Excellency and Lady Mary Fitz Roy visited Parramatta in the course of Monday, and the alterations and improvements in Government House being now complete, Sir Charles announced his intention of making, after Monday next, a few weeks sojourn in Parramatta.

JERRY'S PLAINS.

(From the Maitland Mercury.)

April 3.—An official answer to the Jerry's Plains memorial lately presented to His Excellency the Governor, on the subject of an authorised road through the settlement, has been received, from which it appears that His Excellency has given instructions to the District Surveyor to mark out and report upon the best line of road from Singleton to Merton through Jerry's Plains, in order that the same may be opened by proclamation, agreeably to Act of Council. A meeting of the inhabitants, for the purpose of taking the said letter into consideration, took place at Alcorn's Inn, on Thursday evening last, when a committee was appointed, consisting of the householders generally, with the view of furnishing information and assistance to G. B. White, Esq., in the execution of the task, and of providing funds for the completion of the road. The committee are to meet according to adjournment, or when called together by Mr. Harpur, the honorary secretary, until the contemplated road has been fairly carried out. A good road is all that Jerry's Plains requires to become a flourishing settlement: the grass and water at regular distances have already recommended the route through it to the general adoption of the drovers, and as soon as the very superior road that nature has given to us, but which has been stopped up by the selfishness of individuals, is again thrown open, the drivers of the wool teams and travellers into the interior generally will not be slow to avail themselves of its advantages.

The weather continues very dry, but the grass, although somewhat patched, is still very plentiful. Rain is chiefly required to enable us to plough for wheat. The drought, succeeding heavy rains, has baked the surface of the soil, particularly of the black mould, into flint, so that it is almost impossible to move it with an ordinary team.

ORIGINAL CORRESPONDENCE.

THE RYDE AND KISSING POINT REGATTA.

On Monday, the 5th instant, the first regatta was held at Kissing Point, and in defiance of the threatening appearance of the weather in the forenoon, a gay concourse of amateurs and visitors had assembled in time to witness the start for the first race. We observed in the midst of the musquito fleet of gigs, funnies, wherries, and spritsail boats, the well-known yachts of Messrs. Want, Owen, and Thornton, which added greatly to the beauty of the scene, by the gay fluttering of their holiday flags. For the first time, and not we predict for the last time, the echoes of Cleves and Charity Point, reverberated the stirring sounds of martial music, and the band of the gallant 58th, wherever their duty may call them, will long be associated with the first Ryde and Kissing Point regatta. Much praise is due to Colonel Wynyard, Captain Simpson, and the acting committee, for the management of the day's amusement, which was concluded by a chase in the water after Captain Simpson's black boy. The lad took to the river gallantly, pursued by Mr. Redman, one of the fastest swimmers in the colony, and for twenty minutes, which was the appointed time, blackey eluded his enemy's grip by swimming between the numerous boats, and occasionally diving. We believe that the inhabitants of the district would have been honoured by the presence of the Governor and Lady Mary Fitz Roy if His Excellency's health had permitted it. We were glad to recognise amongst the numerous friends who seemed, about luncheon-time, to have some common object of attraction at the cottage of Mr. J. B. Darvall, the Colonial Secretary, Mrs. Deas Thomson, the Colonial Treasurer, Colonel Wynyard, and several of the officers of the 58th and 99th Regiments, Mr. G. A. Donaldson, and various other true lovers of aquatic sports. The day passed off delightfully, without accident or disturbance of any kind; and the only alteration which, on a future occasion, we would suggest as a practical boat racer, would be, that the distances appointed for the pulling matches should be rather shorter, and should be confined within the beautiful reach of the river extending from Charity Point to the Hen and Chickens, and like the biographer of John Gilpin, "may we be there to see."

LEANDER.

MISCELLANEOUS EXTRACTS.

THE MINISTRY.

(From the Spectator, November 21.)

To judge by the bubbles on the surface, there would seem to be some ferment in the Cabinet. One of the signs is the very prevalent rumour that there is a "split." This has prevailed so long, and is repeated with such growing confidence, as to excite the suspicion that "there may be something in it." Corroborating symptoms occur far and wide. In Ireland, the O'Connells speak of the Whig Government as if it were divided into two parts; one favourable to "Ireland"—that is, to Mr. O'Connell and his kindred expectants—the other adverse. At times this has been construed to have reference to some peculiarity in Lord Bessborough's position; at other times it seems to imply a more important division. In London we see journals at once supporting and assailing the Whig Ministers, so as to indicate the wish to advance the views of a section in the Cabinet, especially in matters of foreign policy. The Tory enemies of Sir Robert Peel evince a constant and an augmenting dread lest he should determine to return to power; there can be no cause for the increase of such an apprehension except an idea that the Whig tenure of office is more uncertain than it was; and as no public event that has occurred should necessarily make it so, the fear would seem to reflect an internal commotion. The fear, again, is reflected in the corresponding hope entertained by the Peel section of the Conservative party, that their leader will regain the allegiance of his old supporters, and resume office as before. Voice is given to this idea by a pamphlet which has obtained much notice among "Parliament House politicians" at Edinburgh. ["A letter to the Conservatives; with a postscript on the recent article in the *Quarterly Review*. By a Conservative of Edinburgh." Published by Fraser and Co.] The supposition, as it is generally put to conciliate the wrecks of the genuine old Tory party, we regard as a political mistake: that part of the present opposition can have no vocation in any future course of policy likely to be adopted by the late Premier; and we presume that affairs must develope themselves further before he would entertain the idea of returning to office. But such manifestations as the Edinburgh pamphlet are symptoms of the general sense of unsettlement.

One journal, the leading organ of the Protectionists, positively asserts the existence of a division which menaces the existence of Lord John Russell's ministry. According to that journal, Lord Palmerston is violently at issue with Lord Grey; Lord Clarendon sides against the Viscount on foreign politics; and the dissension has extended to many questions of domestic policy. This looks like a mere revival of old reports, current when the Ministry was formed; but it shows at least that the belief in Whig stability is passing away.

The facts it is impossible to ascertain, so close do the Whigs keep their counsel. That reserve, and the discrepant oscillating advocacy of the Ministerial newspapers, are the most remarkable features in the aspect of affairs. If there were a split in the cabinet, it would be most likely just now, to be attended by such circumstances as those which we have described, especially the secrecy and the conflict of opinion among the writers of the party. But the same circumstances would also attend the total absence of a plan or definite scheme of policy in the Government. If the ministers had no purpose in view—had settled upon no course, there would be nothing to communicate to the journals—no aim to impart, no common drift to suggest; and they would be all at sea without compass or landmark; they would exhibit precisely that wavering and random oppugnancy which they do now.

To limit the regard to one important section of affairs, the state of Ireland is remarkable. Great and laudable activity is shown in providing present measures for the emergency. Some steps are taken to tame wilder spirits by the ordinary official attractions, and to conciliate the influences of agitation in favour of the Whig government. But as to the most essential measure of all, some plan for permanently improving the state of the Irish people, not a syllable is breathed. On the contrary, the Premier speaks as if such a task were altogether within the province of the Irish landlords. It may be that the reason of this remarkable silence as to positive measures lies in the fact that Ministers have some scheme in petto—some bold, comprehensive, and masterly project; but that they are reserving it in order to mature it thoroughly and to promulgate it at the fittest time. Or the reason may be, that the Whig Ministers have no measure, no determined view, no intention, no power of bringing their counsels to a practical conclusion. On the former supposition, all will be well, and the Whigs will achieve a degree of credit never yet earned by any party. In the latter case, the time will arrive when temporary expedients will cease to avail; Irish affairs will come to a dead lock of inextricable confusion; and the Whigs will stand confessed as incompetent to the duties of government.

In the former case, the Whigs would command the support of all influential parties in the state. In the latter, they will be set aside without ceremony, and the public will look around for other help. Everybody knows to what man. It is not very likely that any "Protectionist Cabinet," prejudged incapable, would be suffered to waste precious time in futile experiments at reviving Tory methods of government; or if routine demanded such an intervention, such experiments would perforce be brief and transitory—hurried over to-day, forgotten to-morrow. But there is one man to whom all parties concur in ascribing a peculiar aptitude for dealing with emergencies,—the result alike of his coolness, his boldness, and his tact in discovering the point at which public opinion is prepared to settle. The addresses to him from all parts of the country display that feeling. The blind unintelligent cry in Ireland, for Peel instead of Russell, is the reflex of it. The Edinburgh pamphlet is another sign. The very language used by his adversaries in the press is a still more pregnant symptom. The bitterest Protectionists keep up an incessant call for him to "retire,"—as if he had not retired, as if he were in fact the foremost among statesmen. The leading Protectionist journal confesses that his return to power would be satisfactory not only to Manchester but to "Liverpool and Limehouse"—to the manufacturing, commercial, and colonial interests—to all, in short, but the remnant of the old protected agricultural interest

Ministers have decided against an autumnal session of Parliament; and in that, we dare say, they were judicious. They maintain strict reserve as to their future intentions on great branches of policy; and in that also they may prove to have been wise. But on the opening of Parliament the country will await with eager interest to learn how the statesmen in office have improved the recess—what measures they have prepared to carry on; in England, what is now to be the rate of progress in national legislation, to which the public has been accustomed of late years; what are the plans for the settlement of Ireland; what for extending England's peaceful influences abroad? The issue will depend upon Ministers themselves: it might almost be said that their programme, the speech from the Throne, or the Minister's first address, will constitute the declaration whether they shall continue to maintain their tenure by active service, strengthened, as it will be, by hearty alliance and support, or passively cede their place to a more vigorous and ever-present rival.

ONE OF LORD PALMERSTON'S BLUNDERS.

(From the Spectator.)

The paper which has long filled the office of leading journal for the Whig party reasserts Lord Palmerston's position in the Montpensier affair. The declaration is provoked by *La Presse*; which gathered from certain English writers that the official angers of England were merely specious, and would be at once appeased by a compromise such as a treaty of commerce with France.

"The French," says the *Morning Chronicle*, "if they reckoned upon this mode of getting out of the embarrassments and dangers produced by their own act, will find themselves egregiously mistaken. England can never allow a descendant of Louis Philippe to sit on the throne of Spain; and no English Minister, whether Whig or Tory, will ever venture to propose a plan which would have such a result. The independence of Spain, and the liberty of commerce in the Mediterranean, both of which subjects are involved in the question, are too important to England to be settled by any compromise. The renunciation of the Spanish Crown on the part of the Duke de Montpensier and his descendants is the only way in which the question can be settled; and the sooner M. Guizot and his master make up their minds to this solution of the knotty question, the better for both countries."

Lord Palmerston is fond of putting impracticable demands. Did it ever occur to him that this is a matter which does not lie with M. Guizot, any more than it does with himself? Here we see an English minister calling upon a French minister to "settle" who shall and shall not continue to enjoy rights conferred by the law of Spain! The demand can have no practical effect until the succession to the Spanish throne fail in the present direct line—until Queen Isabella the Second shall vacate the throne without issue. Should that event come about, the right of the Infanta or her heir to take succession will be a question of Spanish law, not to be settled between an English and a French minister, but by the Spanish people. On what pretext could either the French or the English Government interpose, without the express invitation of that people? If the succession to the English throne were in agitation, with what patience would the English people suffer the French and Spanish minister to interfere for the purpose of "settling" it? That is not the way the English people have done business on their own account; it is not the way in which the public servants of England can call upon a foreign people to act.

Supposing even that there were still some surviving virtue in a rag of the treaty of Utrecht, to bind, not the peoples, but the royal families whose ancestors were parties to it, this demand by Lord Palmerston derives no warrant from that document. The treaty is a public law, such as it is, fixed and final; it imposes upon no party the duty of making any new renunciation.

COLLIERY EXPLOSION NEAR CHORLEY.

(From the Times, December 3.)

Another inquest was held on Tuesday afternoon, at the house of Mr. Thomas Glover, the Wheatsheaf Inn, Coppull, three miles from Chorley, and seven from Wigan, on the body of Thomas Grime, the man who was employed in the coal mine of Mr. J. Hargreaves, jun., as fireman, when the melancholy explosion took place on the 24th ultimo, when eight unfortunate individuals lost their lives.

Mr. R. Palmer, the Coroner, commenced the inquiry at half-past two o'clock, and Mr. J. Gaskell attended on behalf of Mr. Hargreaves, to afford every facility to the investigation.

The only witness called was Joseph Ellis, the manager of the colliery, who stated that immediately after the explosion on the 24th of November, at Coppull pit, he went into the mine with the Davy lamp, and found Morris about 300 yards from the shaft, lying upon his face and nearly dead. He was a little burnt, but it was suffocation that affected him. He saw him afterwards at his own house, and asked him if he could tell how the explosion happened. He replied, "I went down at half-past four o'clock with my Davy lamp, and had put a lighted candle in all the places except the last three, Halliwell's and the two Turners'. I was going into Tom Halliwell's place when I saw a light inside, and immediately afterwards an explosion took place." Witness then said, "Some of the men state that you had your lamp top off; is that true?" He said, "No, it is not; but you will find that out in a day or two, for some of you will find my lamp." On Saturday morning he (witness) found the lamp, and the top was on, and it was all perfectly correct.

The Coroner said he was glad the lamp had been found, as it corroborated the statement made by the deceased, and would satisfy the public mind as to the real cause of the accident.

Ellis continued.—There was another person with him when he found the lamp. He found it going into Thomas Halliwell's place, and just where Grime said he was at the time of the explosion. Candles had been stuck up in all the places except the last three. The light had been blown out by the explosion, but the candles being stuck up with clay were still remaining. There were no candles stuck up in Halliwell's or Turner's places. The deceased died at three o'clock on Saturday afternoon. He died from the effects of the "after-damp," which suffocated him.

The Coroner said, it appeared to him that the cause of the accident was now satisfactorily explained, and that no blame whatever rested with those who had the management of the works.

The Jury immediately returned a verdict of accidental death.

The Coroner said, he observed that the attention of the London newspapers had been directed to this melancholy accident, on account of women being in the mine, which was contrary to law. Now he wished to know whether something could not be done to prevent them going down in disguise in this manner.

Ellis.—There might be somebody to examine them.

A Juryman.—But who will examine them? They will have them, do what you will, and if any one was sent to examine, they would stick a pick into him directly. The women are fonder of working in the pits than anywhere else, and you cannot keep them out, because there they get good wages. They "naturally" like it, though I don't think they should be employed there. When disguised, they are very bad to detect. A young woman used to pass our door from a pit at Blackrod, and I said one day to my wife, "that's a clever young fellow;" but my daughter said, "Nay, she's a wench." (Laughter.)

After some further conversation among the jury, it turned out that this "clever young fellow," who deceived the juryman, was the unfortunate young woman Jane Moss, aged 21 years, who was killed by the explosion on the 24th of November.

REVIEW.

Address to the Ethnological Society of London, by Rear Admiral Sir Charles Malcolm.

We have received the Presidential Address, delivered at the anniversary meeting of this now well-established and eminently useful Society, on the 29th May last, from which we make the following extracts:—

Africa.—General Duvivier has published, in part, his views in reference to the inscriptions in an unknown character, commonly described as Phœnician letters, which exist on medals and stones found in great numbers in Africa, the coast of Spain, and the Mediterranean Islands, whose reading has so long engaged the labours of the scholar and antiquary. These stones, which hitherto presented nothing more than long unmeaning series of proper names, promise to become curious pages of the history, manners, and language of the ancient populations who once held the commercial sceptre of the world.

R. Thomassy has rendered an account of Morocco and its caravans; and the Oriental Album, or Historical, Pictorial, and Ethnographical Sketches, illustrating the human families in the valley of the Nile, by E. Prisse, is in progress of publication, and promises to be a work of high merit.

The Chevalier Bunsen's work entitled "Egypt's Place in the History of the World" is now before us, as well as a translation into English, by C. H. Cottrel.

The Sahara of Algiers, or Researches in the Region South of the French Establishment in Algeria, founded on the documents collected by Lieutenant-Colonel Daumas, and published by the authority of the Marshal Duke of Dalmatia, is an important addition to our knowledge of North African Ethnology.

The Journal of an African Cruiser, by an Officer of the United States Navy, is rich in the Ethnology of the west coast of Africa; and Dr. Tams' most interesting work on the Portuguese Possessions in South Western Africa has been translated from the German, with an introduction and annotations by N. Evans Lloyd.

America.—Dr. Lund, the Danish naturalist, has discovered in the province of Mirras Geraes, Brazil, human bones, similar to those of the existing aboriginal tribes, excepting that in many of the skulls, the incisor and molar teeth are exactly alike, a circumstance observed in some of the Egyptian mummies, and in one of the numerous calcareous caverns at Lago a Santa, a quantity of human bones, near those of different species of animals, some of which are now extinct. He concludes from the latter fact, that it is erroneous to regard the South American as a variety of the Mongolian race, who are supposed to have peopled what is called the New World, by emigration. The geological constitution of the continent shows, he states, that it is anterior to what we call the old continent, and the Mongolian race is but a branch of the American races instead of being the primitive root.

Mr. Squier, of Cincinnati, has communicated to the Archæological Institute his reasons for supposing that the mounds, or earth-works, of the valley of the Mississippi are not, in many cases, sepulchral, and that they are the work of a race long anterior to modern Indian tribes, and much more advanced in art and civilisation, as appeared from the constructive skill displayed in their mounds and military outworks, and the fashion of their implements and pottery.

In the work of M. Duflot de Mofras, on the Oregon Territory and the Californias, the Indian tribes of that locality hold a prominent position.

The work on the Indian tribes of North America, by Thomas L. M'Kenney, and J. Hall, three vols. folio, is now completed. This magnificently-illustrated publication contains 120 carefully-coloured portraits, faithful records of the aborigines of the soil now occupied by the Americans. While, as Ethnologists, we rejoice that the American Government have preserved these traces of the people who were the first occupiers of the lands of the United States, as Englishmen we regret that no record has been kept of the interesting red men of Canada.

Australasia.—Mr. Eyre and Mr. Earl, in their Journals of Expeditions of Discovery in Australia, have rendered a full and interesting account of the aborigines of the countries through which they passed.

Several works have appeared on New Zealand, among which may be especially noticed those of Dr. Martin and Mr. Brown.

Polynesia.—In the narrative of "The Expedition to Borneo of the *Dido*, with extracts from the journal of James Brooke, Esq., of Sarawak, by Captain the Hon. H. Keppel, R.N.," is recorded much information of the Dyaks, the supposed aborigines of Borneo, and also of the Malay conquerors who inhabit the coasts of the Great Island.

Dr. Meinicke, of Brentzlau, has rendered an account of the manners, habits, and customs of some of the Polynesians, in a work entitled "The South-Sea People and Christendom, an Ethnographic Dissertation."

Research in Prospect.—General Briggs has commenced a series of papers, full of research, on the aboriginal races of India. It is a subject of vast extent, and of great ethnological interest, yet one to which General Briggs's researches whilst in India, render him fully equal.

Mr. Ruxton proposes to make a second attempt to cross South Africa, within the tropic, from west to east, if the British Government will render him some assistance, to the want of which he attributed the failure of his first attempt. What Mr. Ruxton has already done, upon his own resources, is a proof of his zeal and enterprise, and offers the best prospect of success, if he be supported as he hopes, and which, as ethnologists, we shall rejoice to see realised—for he will have to traverse the country of the Demaras, a people altogether unknown.

Mr. Daniell, of whom honourable mention has often been made in the Ethnological Society, has again sailed for Africa; and the French have resolved to complete the observations made on the River Senegal:—it is intended to advance as far as the Cataracts of Govino.

Mr. James Richardson, bent on African exploration, after residing three months at Ghadarmes, in the Great Desert, has started for Soudan, and thence to Timbuctoo and other parts of the southern interior; and M. Raffenel is about to depart for Senegal, under the auspices of the Minister of Marine, with the intention of traversing the whole of Western Africa, from west to east.

Mr Malzan, a young naval officer of France, engaged in an expedition for exploring the interior of Africa, who, it was believed, had been assassinated by his negro slave a few days' journey south-west of Zanzibar, is detained prisoner by the Karras, on the frontier of the Kingdom of the Quiloa.

The attempt of Captain Becroft to open a commercial traffic with the natives of central Africa, the intentions of the French Government regarding the south-eastern coast of Africa, and the southern coast of Arabia, and the travels of the Rev. Mr. Brockman, in South Arabia, will tend to throw light upon the people of these several localities.

Dr. Legaillon, who was with M. Dumont d'Urville, has gone to Madagascar.

The Danish Government intend to occupy the Nicobar Islands. There is some prospect, therefore, of information from that neglected quarter.

TOTAL AMOUNT OF LOCAL TAXATIO IN GREAT BRITAIN AND IRELAND.

(From the Companion to the Almanac.)

Statement of the Total Amount of Local Taxation in Great Britain and Ireland, so far as it can be ascertained from Documents in the Office of the Poor Law Commissioners—the latest available information being taken in each case.

England and Wales.	£
Poor Rate, year ending 25th March, 1844:—	
Expenditure for the Poor	4,976,093
Expenditure for miscellaneous purposes	567,567
Highway Rates, 1839	1,169,891
Church Rates, year ending Easter, 1839	506,812
Sewers' Rates, estimated for the Metropolis, at per annum	75,000
County and Police Rates, year ending Michaelmas, 1844	963,223
Borough Rates, year ending 31st August, 1843	246,743
Borough Tolls and Dues, year ending 31st August, 1843	172,911
City of London, 1841	188,521
Turnpike Tolls, year ending 31st December, 1843	1,348,084
Light Dues, year 1843	243,023
Port Dues (an approximation only). Annual income of all the ports in England	525,000
Fees in administration of Justice:—	
To Justices' Clerks, annual average 1830 to 1834	57,668
Total	£11,187,027

Scotland.	£
Poor Rate, 1841—Legal Assessment	129,335
" Voluntary Assessment	23,564
" Kirk Collections	37,466
" Other Receipts	28,116
Prisons Rate:	
For building prisons in the year 1842	47,290
Cost of the prisons in Scotland in the year 1843-4 (exclusive of building new prisons), after deducting the money received for prisoners' work	36,000
Burgh Cess, 1829	8,777
Light Dues, 1843	44,117
Port Dues (an approximation only). Annual income of all the ports in Scotland	176,000
Total	£536,665

Ireland.	£
Poor Rate, collected in the year ending 29th September, 1844	256,658
County Cess, average annual amount ordered to be levied in the three years, 1841, 1842, and 1843	1,158,198
Light Dues, 1843	53,335
Port Dues (an approximation only). Annual income of all the ports in Ireland	93,000
Total	£1,561,191
Total United Kingdom	£13,278,883.

There are many rates of which the amounts cannot be given; we may instance the lighting and watching rates in England, where the watching is unconnected with the police force, and in Scotland the police rate, both rural and urban; as also statute labour, school, and church rates.

Catholic Emigrants.—Howard, the prisoners' friend, devoted his life to the alleviation of their distress, the consequence of their crimes, for the most part, but in numberless instances, of their oppressions. Mrs. Chisholm, who has just returned from New South Wales, a married lady, wife of a military officer, late of the Madras army, possessing a mind of the Howard *genus*, has devoted all her leisure, and more than her leisure, during the last four or five years, to facilitating the settlement in that colony of friendless emigrants of both sexes, where settlements were either being sought by them, or accepted when proffered; and also in administering to the occupation (by service) of others, and to the general well-being, protection, assistance, and counsel of the whole, such as the good Samaritan would have showed not only to the wounded and naked traveller, but to any body of persons in less distressed circumstances, whom he might have found in a situation of difficulty, risk, and suspense, and consequently upon whom the counsels of experience, and the rendering of small portions of more solid aid, most industriously, ingeniously, and perseveringly acquired by their benefactor from the public, would act with benefit incalculably greater than the apparent amount of such counsel and aid. In short, Mrs. Chisholm is an extraordinary woman—a singular female philanthropist, persevering as a Howard, benevolent as a Mathew, original as both; while with their perseverance and benevolence she has evinced an equal prudence, skill, and caution, and, in fact, that general tact both in manner and matter which is rightly called *wisdom*. Her labours have become known to the colony in their general result and nature; but the internal organisation and arrangements, the wheels within wheels which she has set at work, are known to but few, and will not be likely to be known to many, although thousands have been benefitted by the quiet, unostentatious course of their action; and we mean this, not of immigrant *servants* only, but of their *employés*; for the services they have received from their immigrant *employés* have been more cheerful and more uprightly rendered by the latter, by many fold, than they would have been had those servants never known, previous to their engagements, the counsel, countenance, and almost maternal superintendence of Mrs. Chisholm. Our readers will recollect that we published some short time ago a letter from a reverend correspondent, bringing to their notice the labours of this benevolent lady in favour of the unfortunate and unprotected of New South Wales; many of them will be now, we are sure, happy to learn that she has arrived, and that she is already, to a considerable extent, successful in carrying out her charitable designs. It is highly creditable to Government that they have acceded to her request, to have all the children of emigrants sent out free of expense to their parents; and we hope she will be no less successful in inducing them to grant a free passage to the friends of the free convicts—a class which especially claims the most feeling consideration on the part of the Government.—*Tablet (Roman Catholic Paper), November 7.*

Effects of the Potato-rot on the Obligations of Tenants.—A most important decision has just been given in the Justice of Peace Court, Dundee, in respect to the liability of tenants for rent in case of their possessions being ravaged by the potato-rot. It has long been an understood point in the law of Scotland, that where a farm is reduced to utter sterility by storm, inundation, or other extraordinary calamity, no rent can be exacted. It also appears to be firmly settled, that although the damage is only partial, yet, if it be permanent, the tenant is entitled to renounce the lease, unless a deduction be allowed from the tack-duty. But, in a case more likely to occur than either of these, where the damage, though great, is neither total nor permanent, there has been considerable dubiety among authorities. Erskine lays it down, that the rule of the Roman law is adopted in our own, by which no rent is due, if inundation, the calamity of war, the corruption of the air, or the inclemency of the weather, by earthquakes, lightnings, &c., hath brought upon the crop damages *plusquam tolerabile*, that is to say, more than can be borne. The same high authority states that, though it is not exactly defined what will amount to such damage, it is the common opinion that rent is due if the produce of the crop exceed the expense of the seed and tillage. Mr. Bell, however, states generally, that if the damage be not permanent, but only temporary or occasional, it will not entitle the tenant to relief. But he allows that the decisions go farther than this, and adds that 'as the tenant takes the risk of the seasons, it must at least be some extraordinary event that will justify such a decision.' The case to which we now refer, has, to the extent of its authority, settled the point according to Erskine, and we are inclined to think that it is quite in accordance with the tenor of the law in Scotland, and will be followed in other courts. The defenders whose cases depended on it, were sub-tenants holding potato patches from farmers, and about fifty in number. The Justices, on the authority of the dictum laid down in Erskine, allowed a proof of the almost total failure of the crop; and on evidence being led to that effect, assoilzied all the defenders, with the exception of one whose crop had been taken up early and in good condition. We are disposed to think that this decision is not only according to law, but also according to equity; and we may be allowed to express a hope that landlords will neither incur nor cause legal expenses, by having identical cases tried in other courts. It is of course hard that they should lose their rent; but as it is simply a portion of the produce, it cannot be exacted where there is no produce to divide. It is one of the worst features of Irish landlordism, that it attempted to direct the machinery of law upon poor squatters who had not a potato to eat, and whose lives have been preserved *only* by British charity.—*Register.*

The late Premier's Canadian Policy.—On the very day of this official announcement of Sir Robert Peel's most extraordinary alliance with the rebel party, the following strange scene took place in the Commons' House of Assembly of the Canadas:—A Mr. Simpson, who is married to Mr. Roebuck's mother, was speaking in favour of Sir R. Peel's new protegé, Monsieur Girouard, and of the high appointment which had been offered to him, when Sir Allan M'Nab suddenly rose up, and, bowing to the speaker, said—I am sorry, Sir, to interrupt the honourable gentlemen, but as he seems to be acquainted with this Monsieur Girouard I beg to inquire of him if he be the same individual for whose apprehension as a traitor the late government had offered £500? Mr. Simpson: He is. Sir Allan M'Nab: Then I beg to inquire whether he *was* apprehended, and if so, whether the reward offered by the government has been paid? Mr. Simpson: Mons. Girouard was apprehended and the reward offered by the late government has been paid. Sir A. M'Nab: To whom was this reward of £500 paid? Mr. Simpson (confusedly): To me, (laughter). Sir A. M'Nab: Then, I suppose, there must have been some mistake? Mr. Simpson: No. Sir A. M'Nab (smiling): Well, then, if the Queen's government intend now to make him her Majesty's commissioner of crown lands, and an executive councillor, you will of course return the money. Mr. Simpson: Oh no—I have spent that. After the melancholy fact of her Majesty's Conservative government having offered, in the name of the Queen, one of the most honourable and important appointments in the gift of the Crown to a person for whose apprehension, as a traitor Lord John Russell's much abused "Whig Radical government" had honestly offered *and had paid*, five hundred pounds sterling, it would be tedious as well as needless to detail other instances of this unnatural policy. "Who are the rebels now?" said a convicted traitor, sneering over his shoulder, as he rode by a group of United Loyalists. "I guess it's *you* who are now opposed to your Queen's government." But, alas! it was the Queen's Conservative prime minister in England who was opposed to *them*.—*The Emigrant, by Sir F. B. Head.*

Government of Bombay.—We understand that Mr. George Russell Clerk will be proposed at the next court for the Presidency of Bombay. Mr. George Russell Clerk went to India as a writer in 1817. From the autumn of 1820 he has been engaged in various political offices in that country. After employment for some years in Rajpootana, he was, in 1831, appointed political agent at Umballa. In 1839, he was sent on a mission to Runjeet Singh; and in 1840, the relations of the British Government with the state of Lahore were committed to his charge as political agent on the north-west frontier. His services in that capacity were considered of the utmost value; and, in 1843, he was rewarded by the appointment of lieutenant-governor of the north-west provinces. Illness compelled him to return to Europe, but the Court of Directors were most anxious to avail themselves again of his active services; and, towards the close of 1844, they appointed him to be a member of the Supreme Council of India, which office he now holds.—*Times.*

Secrets for the Ladies.—As you are fond of having flowers in your room, you will perhaps be glad to know how to preserve cut flowers as long as possible. The most simple rules are, not to put too many flowers in a glass, to change the water every morning, and to remove every decayed leaf as soon as it appears, cutting off the ends of the stems occasionally, as soon as they show any symptoms of decay. A more efficacious way, however, is to put nitrate of soda into the water. About as much as can be easily taken up between the forefinger and the thumb, put into the glass every time the water is changed, will preserve cut flowers in all their beauty for above a fortnight. Nitrate of potash (that is, common saltpetre) in powder, has nearly the same effect but is not quite so efficacious.—*Mrs. Loudon's Ladies' Country Companion.*

Crystallisation.—Manufacturers on a large scale find that light assists greatly in the formation of crystals; and one may observe in druggists' windows, that bottles of camphor which are exposed there, are generally covered with crystals on that side which is turned towards the light. To show that the atmosphere, possibly from its mere mechanical pressure, has some connexion with crystallisation, boil two ounces of water upon as much sulphate of soda as it will dissolve, which will be about three ounces. When the water is saturated, pour it, still hot, into a phial previously warmed, to prevent its cracking, and cork it tight. The phial should be nearly full. The liquid, as it cools, will not crystallise; but if the cork be opened, it will immediately solidify, and the phial become warm. Sometimes, upon withdrawing the cork, no change takes place until a crystal of the sulphate or some other angular substance is dropped into the solution. The manner in which this acts in disturbing the equilibrium of the fluid, and causing the formation of crystals, is obscure. After the conclusion of the experiment, you may either repeat it with the same liquid, or boil up the salt again with a little more water, and pour it into a saucer. When cold, throw away the supernatant liquor, and observe the difference of shape between the crystals of sulphate of soda and those of alum. The cause of the phial becoming warm when the salt crystallises, is so curious and of such general application, as to demand a few words. It appears, from experiment, that all bodies, whether solid, liquid, or gaseous, contain in their very substance a quantity of heat which is termed latent, because, under ordinary circumstances, it is not perceptible. That iron contains it, is evident from its becoming hot when struck by another piece as cold as itself. It further appears that gaseous bodies, or vapours, contain more latent heat than liquids, and liquids than solids. Thus, in the preceding experiment, the liquid solution, on becoming solid, parted with that portion of its latent heat, which in the latter form it was unable to retain.—*Sparke's Easy Introduction to Chymistry.*

One of the leaders of a fanatical sect, called the French prophets, having been committed for seditious language another of the fraternity, named Lacy, called on the Chief Justice (Holt), and desired the servant to say that he must see him, for he came from the Lord God. On being admitted, he said, "I come from the Lord, who has sent me to thee, and would have thee grant a *nolle prosequi* for John Atkins, his servant, whom thou hast sent to prison." "Thou art a false prophet and a lying knave," said the Chief Justice, "for if the Lord had sent thee, it would have been to the Attorney-General, for He knows it is not in my power to grant a *nolle prosequi*; but I can grant a warrant to commit thee to bear him company,"—which he did forthwith.

MARRIED.

April 7, 1847, at St. James's Church, by the Rev. W. Bodenham, William Carter, Esq., junior, of Hobart Town, to Amelia Gilbert, daughter of Edmund Bowden, Esq.

DIED.

At Newcastle, at the residence of Mr. Alexander Flood, after protracted illness, borne with the greatest fortitude, Mr. John Manning Garnham, of Beccles, Norfolk, late of the firm of Bull and Garnham, George-street, Sydney, in the 34th year of his age.

Suddenly, at Wollongong, on the morning of Saturday, the 3rd April, 1847, Mr. John William Brown, engineer, aged 47 years, brother to Mr. George Brown, of Dapto Steam Mills, leaving a wife and family of young children to lament their loss.

LONDON MISSIONARY SOCIETY.

THE ANNIVERSARY MEETING of the Auxiliary to the above Society will be held in the

CONGREGATIONAL CHURCH,
PITT-STREET,
On Monday Evening, the 12th instant,

At which all the friends of Christian missions are respectfully requested to be present.

The chair will be taken at 7 o'clock.

The Rev. William Howe, one of the missionaries in connexion with the Society, and now on his way from London to Tahiti, will be present, and with other ministers address the meeting. 5711

50 POUNDS REWARD.

WHEREAS, one John Quanalty, an emigrant from Ireland, about two or three years since, was found dead on the Cudgegong River, on 30th January last past, and whereas some very suspicious circumstances are connected with the death of the said John Quanalty, the public of this district now hereby offer a reward to any person who will give such information as will lead to the apprehension and conviction of the perpetrator of the said murder, not being the principal in the said murder. The above reward will be paid by Mr. William Blackman, immediately after the conviction takes place any time within twelve months from this date.

Wm. BLACKMAN.
Mudgee, 26th February. 3620

STOLEN.—£12 REWARD.

FROM Carthona Stables, Mrs. Darling's Point, on Monday evening, April 5th, between the hours of 8 and 10, a dark brown saddle horse, branded E under mane, a little white about one foot. A reward of £2 will be paid by the undersigned on recovery of the horse, and £10 for such information as will lead to the conviction of the thief.

5605 LIVINGSTON MITCHELL.

FIVE POUNDS REWARD.

STOLEN OR STRAYED, from Cambell's Creek, near Singleton, one bright bay Mare, 15½ hands high, black points, black mane and tail, branded T. F. near shoulder, and 5 near hip. Also, one bright bay Colt, black points, 18 months old, same brand; and one chesnut gelding, 2½ years old, same brand.

I hereby offer a reward of one pound per head, if strayed, to any person returning them to me; and, if stolen, a reward of five pounds will be paid on the conviction of the party or parties.

THEOPHILUS FOOT,
5666 Oakville, Singleton.

ONE POUND REWARD.

LOST, on Tuesday last, a Lady's Gold Ring, set with pearls and ruby. The name of the owner is engraved inside, and it was enclosed in a purple case. Apply to

MR. STUBBS,
5661 Campbell-street, Pitt-street South.

ONE POUND REWARD.

I HEREBY CAUTION all persons against harbouring my wife, Bridget Raferty, alias Cunningham or Lokinn, she having left her home in April last, and left a young child, five months old, without any cause whatever; I hereby offer one pound reward for her apprehension, there being a warrant issued from the Windsor Bench for her apprehension.

DESCRIPTION:
Height, 5 feet 8 inches
Eyes, hazel
Hair, brown
Complexion, fair
Scar on upper lip

WILLIAM RAFERTY,
M'Donald River, Hawkesbury,
5674 Windsor.

MRS. PEARSON'S late Mrs Clewett,) Private Board and Lodging House, Coyle's Buildings, 99, top of Hunter-street. References required. 4707

TO PROFESSIONAL MEN, AND OTHERS, REQUIRING FIRST-RATE OFFICES.

THE SPACIOUS OFFICES over the City Depôt, corner of *King and George streets*, comprising a full suite of apartments, five in number, to be let together, or a portion. Would suit a Company admirably, or any person requiring a central situation. *Immediate possession*, apply to
HENRY FISHER,
City Depôt,
5298 Corner of King and George streets.

TO LET, those first-class business premises, George-street, opposite the Commercial Bank, now in the occupation of Messrs. Fisher and Clarke, wholesale wine and spirit merchants. The shop is one of the largest in the City, the dwelling part pleasant and airy; stores and dry cellarage capable of holding from 800 to 1000 tons of merchandise, with large yard, stabling, and pump of excellent water. Rent moderate, having within the last two years been reduced near 50 per cent. For particulars apply to Mr. F. BELLINGHAM, Sydney Exchange Rooms.
March 10. 3915

PUBLIC-HOUSE TO LET.

TO LET, in one of the greatest and best thoroughfares in the city of Sydney, a capital house in thorough repair, with every suitable convenience, bar and gas fittings complete. Also, stabling for eight horses. Rent moderate, taking upwards of £40 weekly. The present proprietor leaves in consequence of ill health, and wishing to retire into the country. Apply to Mr. CHARLES MARSH, No. 139, King-street, left hand side from George-street, nearly opposite Castlereagh-street. 5684

PUBLIC-HOUSE TO LET.

TO LET, a House situate in a good public thoroughfare, doing a very snug and profitable business—the weekly taking averages £25. Rent £90 per annum. The gas fittings, bar fixtures, spirit fountains, beer engine, &c., &c., may be taken at a valuation. This must be disposed of, and will be sacrificed, the present proprietor proceeding by the next ship to England. Apply to Mr. CHARLES MARSH, No. 139, King-street, left hand side from George-street, nearly opposite Castlereagh-street. 5685

SALES BY AUCTION.

GINGER, CURRANTS, BLUE, CARRAWAYS, BOTTLED FRUITS, BASKET SALT, SALTPETRE, SODA CARB., CARBONATE AMMONIA, &c., &c.

MR. GEORGE A. LLOYD
Will sell by auction, at his Rooms, City Mart, 474, George-street,
THIS DAY, THE 8TH APRIL,
At 11 o'clock precisely,
5 BARRELS BLEACHED JAMAICA GINGER
2 Barrels currants
5 Boxes thumb blue
2 Bags carraway seeds
8 Cases bottled fruits
5 Casks basket salt
8 Kegs pearl barley
5 Barrels raisins
1 Keg negrohead tobacco
2 Cases mustards
6 Kegs refined saltpetre
3 Kegs carbonate soda
10 Jars carbonate ammonia.
&c., &c., &c.
Terms at sale, 5578

VINEGAR.

MR. GEORGE A. LLOYD
Will sell by auction, at his Rooms, City Mart, 474, George-street,
THIS DAY, THE 8TH INSTANT,
At 11 o'clock precisely,
5 HOGSHEADS VINEGAR
8 Quarter-casks
13 Casks, each ten gallons
☞ This vinegar is of a very superior quality, and, from being in very convenient packages, well adapted for private use.
Terms at sale. 5577

WINES, WINES.

MR. GEORGE A. LLOYD
Will sell by auction, at his Rooms, City Mart, 474, George-street,
THIS DAY, 8TH APRIL,
At twelve o'clock precisely,
22 QUARTER-CASKS fine Pale Sherry
13 Ditto ditto brown ditto
12 Hogsheads } Marsala.
15 Quarter-casks }
2 Pipes Teneriffe
5 Hogsheads sherry
15 Cases, each 3 dozen, pale sherry
10 Ditto ditto, 1 dozen, ditto ditto
13 Ditto ditto, 3 dozen, ditto ditto
12 Ditto ditto, 6 dozen, ditto ditto, pints
25 Ditto claret
&c., &c., &c.
Liberal terms—at sale. 5579

STANHOPE GIG.

MR. GEORGE A. LLOYD
Will sell by auction, at his Rooms, City Mart, 474, George-street,
THIS DAY, THE 8TH INSTANT,
At eleven o'clock precisely,
A VERY EXCELLENT STANHOPE GIG, in good order, by one of the best makers, the property of a gentleman not requiring it any longer.
Terms at sale. 5617

ON ACCOUNT OF WHOM IT MAY CONCERN.
EX "EUPHRATES," FROM LONDON.

MR. GEORGE A. LLOYD
Will sell by auction, at his Rooms, City Mart, 474, George-street,
THIS DAY,
At eleven o'clock precisely,
5 POCKETS Hops, 1846, slightly damaged.
Terms—Cash. 5687

HOPS, 1844.
EX "BERMONDSEY."

MR. GEORGE A. LLOYD
Will sell by auction, at his Rooms, City Mart, 474, George-street,
THIS DAY,
At eleven o'clock precisely,
3 POCKETS KENT HOPS, growth of 1846.
Terms at sale. 5686

NEW WOOLLEN PLAIDS, COARAHS, SATIN NECKERCHIEFS, MOUSSELINE DE LAINES, SHEETINGS, COTTON HANDKERCHIEFS, RIBBONS, PRINTS, &c.

MR. R. FAWCETT will sell by public auction, at his Sale Rooms, 481, George-street,
THIS DAY, APRIL 8TH,
At half-past ten o'clock precisely,
One case new fancy woollen plaids
One „ rich silk corahs and fancy satin neckerchiefs
One case new style printed cottons
Two bales stout Wigan sheeting
One case mousseline de laines, and mousseline de laine dresses
Two cases small pattern prints
One case black sarsnet ribbons and black silk doubles, assorted widths
&c., &c., &c.
Terms at sale. 5690

INDIGO.

TO CLOTH MANUFACTURERS AND OTHERS.

MR. R. FAWCETT will sell by public auction, at his Sale Rooms, 481, George-street,
THIS DAY, 8TH APRIL,
At half-past ten o'clock precisely,
3 cwt. (more or less) indigo.
Terms at sale. 5572

THIRTY-THREE PACKAGES NEW DRAPERY GOODS,
JUST LANDED,
AND ADAPTED FOR THE WINTER TRADE.

MR. R. FAWCETT will sell by public auction, at his sale rooms, 481, George-street,
THIS DAY, 8TH APRIL,
At half-past 10 o'clock precisely,
Two bales heavy 72 inch grey sheeting
One case, all wool, gala plaid
Two cases clan and fancy tartans
One ditto small check tartans
Two bales cotton tick
Four bales super witney blankets
Two bales 34 and 36 inch grey domestics
Two cases drab moleskin trousers
One bale blue serge shirts
One case black and coloured Cobourgh cloth
One ditto ditto ditto Orleans cloth
Two bales heavy Scotch twill shirting
One bale white serge drawers
Four bales assorted diaper rugs
Two bales super long cloths
One case women's black and white cotton hosiery
One ditto men's lambs' wool hose, assorted
One ditto 4-4 Irish linen
One ditto 200 yard white reel cotton
One ditto men's assorted braces.
Terms at sale. 5625

CHEESE AND TALLOW, COOKING APPARATUS, KITCHEN UTENSILS, &c.

MR. R. FAWCETT will sell by public auction, at his Sale Rooms, 481, George-street,
THIS DAY, 8TH APRIL,
At half-past ten o'clock precisely,
One ton very superior colonial cheese
One cask tallow
One economical cooking apparatus, new and complete, fit for the use of a ship
One Pembroke table, and sundry kitchen utensils.
Terms—Cash. 5689

STEAM FLOUR MILL FOR SALE,
AT THE PATERSON TOWNSHIP, BEING A SURE FORTUNE FOR THE PURCHASER.

MR. R. FAWCETT begs to inform the Millers, Settlers, and Capitalists generally of the Hunter River district, that he has been instructed by the proprietor, Mr. J. R. Houlding, to submit to public competition, at his Sale Room, 481, George-street, Sydney, on
WEDNESDAY, 28TH APRIL,
At twelve o'clock precisely,
THE PATERSON STEAM FLOUR MILL,
consisting of twelve-horse power steam-engine, with all the latest improvements; two pair stones, dressing and smutting machines, with all the necessary apparatus quite complete, and now in full trade.

The whole of this valuable machinery is quite new, having been purchased in London only a few months since, by a practical man, and pronounced by competent judges to be of the very best description.

The premises on which the machinery stands are held on a ten years lease, at thirty-two pounds per annum, with the option to purchase at any period in the lease, for the sum of four hundred pounds, and consist of an acre of excellent land, more or less, situate in the centre of this flourishing township, on which is erected a capacious mill capable of holding from ten to fifteen thousand bushels of grain.

A comfortable dwelling-house, containing five rooms, a large cellar, kitchen, servants' room, &c., &c.

ALSO,

Stables and out-houses detached, on the bank of the river, and having the right of the wharf.

To persons acquainted with this fertile, thriving, and rapidly improving district, any remarks of the auctioneer would be superfluous, and the only reason the proprietor is disposing of the property is, because he is unable from press of other business to give it his personal superintendence.
Terms liberal, at time of sale. 5699

EXTENSIVE ASSORTMENT OF IRONMONGERY AND CUTLERY.
JUST LANDED,
TO IRONMONGERS, STOREKEEPERS, AND OTHERS.

JOHN G. COHEN will sell by auction, at his Rooms, 490, George-street,
THIS DAY, 8TH APRIL, 1847,
At eleven o'clock precisely,
An extensive assortment of Ironmongery and Cutlery, just landed, comprising—
Pen and pocket knives, single, double, and three bladed
Ditto ditto, with instruments
Dover, with stag and buffalo handles
Scissors, razors, razor strops
Locks, bellows, hinges
Frying-pans, guns, saws
Corkscrews, spoons, hooks and eyes
And a variety of other goods.
Terms at sale. 5652

FARMS IN THE PARISH OF ST. GEORGE,
COOK'S RIVER,
AT OR NEAR KING'S GROVE.

MR. JOHN G. COHEN is instructed to sell by public auction,
ON MONDAY, THE 19TH DAY OF APRIL INSTANT,
At his Rooms, 490, George-street,
At 12 o'clock at noon precisely,
UNDER, AND SUBJECT TO, CONDITIONS THEN AND THERE TO BE PRODUCED,

The above desirable and valuable properties, being part and parcel of the estate of the late Mr. Simeon Lord, and described as lots Nos. 2, 3, 4, 5, 6, and 38, on the plan exhibited at a sale of that estate by Mr. Stubbs, on 14th May, 1841; situated near to the Bexley and Oatley estates, Major D'Arcy and Townson's estates, and forming portions of two original grants to one John Townson and Hannah Laycock.

LOT 2 contains 13 acres, 1 rood, 18 perches, and is bounded on the south-east by a reserve road; on the south-west by allotment No. 1, of the above plan; on the north-west by part of Flaherty's and Leadbeater's grant; and on the north-east by allotment No. 3 of said plan.

LOT 3 contains 13 acres, 3 roods, 19 perches, bounded by said reserved road, and adjoins lot No. 2.

LOT 4 contains 14 acres 2 roods, 9 perches, bounded by said reserved road, and adjoins lot 3.

LOT 5 contains 15 acres 38 perches, bounded by said reserved road, and adjoins Lot 4.

LOT 6 contains 15 acres, 3 roods, 2 perches, bounded by said reserved road, and adjoins lot 5.

LOT 38 contains 13 acres 12 perches, and is bounded on the south-east by a reserved road of half a chain wide; on the south-west by allotment No. 39 of said plan; on the north-west by allotment No. 37; and on the north-east by a reserved road of half a chain wide, dividing it from allotments Nos. 32 and 33 of same plan.
Terms at time of sale.

For further particulars apply to the Auctioneer, where a plan of the above lots will be on view; or to John Smith, Esq., solicitor, O'Connell-street, Sydney. 5675

THREE CASES BOOKS.
JUST LANDED EX "ALEXANDER."
FROM THE CELEBRATED HOUSE OF JAMES DUFFY, DUBLIN, COMPRISING, AN EXTENSIVE ASSORTMENT OF STANDARD WORKS OF IRELAND, AND OTHER THEOLOGICAL, AND HISTORICAL WORKS OF POPULAR INTEREST.

JOHN G. COHEN has received instructions to sell by auction, at his Rooms, 490, George-street,
ON FRIDAY NEXT, APRIL 9,
At 11 o'clock precisely,
Three cases Standard Works, from the above celebrated house, beautifully bound and embellished, and comprising—
M'Geoghan's History of Ireland
Prize Essays
Clongibbon
Shiel's Speeches
Curran's Speeches
Grattan's Speeches
Carlton's Tales of the Irish
Life and Speeches of O'Connell
Voice and Spirit of the Nation
Saints and Sinners
Connexion of Ireland with England
Rise and Fall of the Irish Nation
Scottish Chiefs
Songs of the Nation
Legends of Connaught
Cyclopædia of Farming
Butler's Lives of the Saints
Moore's Melodies
Luigard's England, 4 vols.
Irish Library
Graham's Sermons
Den's Theology
Sets Catholic Instructor
Imitation of Christ
Ward's Contas
Archer's Sermons
Gallaghan's Sermons
St. Liguoris's ditto
Parson's Christian Direction
Works of St. Liguoris
Douay Bibles
Key of Heaven
Song Books
Carpenter's Spelling Books

And a great variety of other works, too numerous to particularise in the space of an advertisement.

Catalogues of which are in due preparation.
Terms at sale. 5503

POSTPONED FROM THIS DAY, UNTIL
MONDAY NEXT,
GOODS NOT BEING YET LANDED.

49 CRATES EARTHENWARE,
EX "SEA NYMPH."
COMPRISING THE BEST ASSORTMENT YET IMPORTED.

TO EARTHENWARE DEALERS, STOREKEEPERS, SHIPPERS, AND OTHERS.

JOHN G. COHEN has received instructions from the importers,
MESSRS. ROWAND, MACNAB, AND CO.,
To sell by auction, at his Rooms, 490, George-street,
ON MONDAY NEXT, APRIL 12,
At 11 o'clock precisely,
Forty-nine crates earthenware, assorted, as under—
Now landing, ex *Sea Nymph*, viz:—
10 Crates assorted earthenware, each crate containing—
15 Dozen blue, brown, and green breakfast cups and saucers
12 Dozen ditto ditto ditto printed bowls
3 Pair ewers and basins
6 Chambers, 6 jugs
5 Dozen willow 8 inch plates
10 Ditto ditto 10 inch ditto
12 Willow Dishes
10 Dozen B.E plates, 10 inch
1 Dozen white chambers
12 Dozen dipt bowls
5 Crates white chambers and pudding bowls
3 Ditto ditto ewer basins, willow mustards
3 Ditto ditto blue chambers and bowls
1 Ditto ditto blue chambers, pressed, and bowls
3 Ditto blue pressed toilette services, Ivanhoe
2 Ditto willow dishes, 9 to 12 inches
2 Ditto blue edge dishes, 9 to 12 inches
2 Ditto white jelly cans, in nests
2 Ditto fancy blue Dresden dishes and pie plates
3 Ditto white chair pans, 5 and 12 inches
1 Ditto willow dinner and pie plates, and blue edged ditto ditto ditto
2 Crates flowing blue breakfast cups and saucers
1 Ditto blue bowls, pints and half-pints
1 Ditto flowing blue sugars, jugs, and butter tubs
1 Ditto flowing blue jugs, egg cups, and cans
1 Ditto ditto ditto chamber sets
1 Ditto ditto ditto ewers, basins, and salts
1 Ditto ditto ditto chamber and bowls
3 Ditto ditto ditto dinner services
Terms liberal—at time of sale. 5590

COFFEE, SALT SALMON, CUTLERY, FURNITURE, &c.

MR. S. SOLOMONS will sell by auction, at his Rooms, 26, Hunter-street,
TO-MORROW, FRIDAY, APRIL 9,
At eleven o'clock,
2 Tons superior coffee
100 Cans salted salmon
100 Pairs brass table candlesticks
40 Dozen pairs steel snuffers and trays, superior; one cask broom heads, pocket knives, scissors, gouges, &c., &c.
5692

VALUABLE HACKNEYS.

MR. ARMSTRONG, V.S., will sell by auction, at his Repository, corner of Hunter and Castlereagh streets,
ON MONDAY, THE 12TH INSTANT,
At Noon,
8 GELDINGS, FOUR YEARS OLD
5 FILLIES, FOUR YEARS OLD.

The above are from the celebrated herd of Alexander Berry, Esq., M.L.C. The lasting qualities and good temper of this stud is well known throughout the colony, and the published returns of horses sold in Calcutta show that they are great favourites in that market.

Mr. A. has had a great number through his hands, and can confidently say, that he never saw one of them that was not quiet in harness the first time they have been tried.

This lot will be at the Repository for inspection on Friday next, the 9th instant, till the sale.

AFTER WHICH WILL BE SOLD,
One Roan Entire, five years old, sixteen hands high, by the late Mr. Charles Smith's Norfolk Hero, out of a thorough-bred mare, by Camerton; grandam by Hector. This horse is of great power, exquisite symmetry, and has splendid action.
One Bay Gelding, five years old, sixteen hands high, very powerful, with lofty and clear action, suitable for a cab
One Bay Cob, fourteen hands two inches high, five years old, perfectly quiet in saddle, with a good snaffle mouth, action light and safe, suitable to carry sixteen stone any distance
One Bay Mare, fifteen hands high, four years old, by Operator, out of a thorough-bred Satellite mare
Three Mares, four years old
Five Colts, three years old
One Filly, two years old
One Cream-coloured Cob, three years old.

The above are from mares descended from those imported by the late Dr. Harris, from the Cape of Good Hope, and have been always celebrated for their endurance and beauty.

Having a selection from two of the best studs in the colony for hackneys, to offer for sale on Monday next, Mr. Armstrong has no doubt he will be able to suit those gentlemen who have been lately complaining that though the town has been filled with horses from the country they have not been able to get themselves properly suited with a *good hack*. 5716

HORSES.

MR. MORT
Will sell by public auction, at the Cattle Market,
TO-MORROW, 9TH APRIL,
At two o'clock,
LOT 1. ST. JAGO, four years old, sire, Speculation, dam by Steeltrap, g. d. by Camerton, g. g. d. by Hector, broken to saddle
„ 2. COLONEL, chestnut colt, three years old, thorough-bred, by Colonel, out of St. Jago's dam
„ 3. MARMION, light bay colt, three years old
„ 4. HOTSPUR, four years old, bay, by Young Beverly, dam by Hector
„ ETON, three years old, bay, own brother to Hotspur
(A pair broken to saddle and harness.)
„ 6. ROLAND, by Young Beverly, out of a thorough-bred mare, black points, four years old
„ 7. MUNGO, four years old, bay, broken to saddle
„ 8. CREOLE, four years old, bay colt, "hipped"
„ 9. NATTY BUMPPO, brown colt, four years old
„ 10. HAKIM, brown colt, four years old
„ 11. SURPRISE, brown colt, four years old
„ 12. BILLY BUTTON, five years old, an excellent pony, half Arab, thoroughly broken
„ 13. ZISKA, four years old, brown horse.
Terms—Cash. 5709

CEDAR IN LOGS.
WITHOUT ANY RESERVE.

MR. MORT
Will sell by auction, at the Wharf of W. C. BOTTS'S, ESQ., DARLING HARBOUR,
TO-MORROW, FRIDAY, 9TH APRIL,
At ten o'clock,
92 LOGS prime Cedar, 22,000 feet, suitable for the English market, in lots to suit purchasers.
Terms at sale. 5704

SPERM OIL.

MR. MORT
Will sell by public auction, at his Rooms, George-street, on
SATURDAY, 10TH APRIL,
At twelve o'clock,
2 CASKS SPERM OIL
Terms at sale. 5701

HOUSEHOLD FURNITURE,
PIANOFORTE, PHAETON, CHINA, GLASS, &c.

MR. MORT
Will sell by public auction, at the residence of MR. GEORGE SMYTH, WYATT'S-BUILDINGS, CASTLEREAGH-STREET,
ON MONDAY, 12TH APRIL,
At 11 o'clock,
THE whole of the HOUSEHOLD FURNITURE, comprising—
Horse hair sofas, card table
Loo table, dining table
Wardrobe, cheffoniers
China, glass, plated tea service
Brussels carpet, very handsome
ALSO,
Square pianoforte
London-built double-bodied phaeton, Collinge's patent axles, &c.
Terms at sale. 5702

TO MECHANICS AND OTHERS.

TWO VERY COMFORTABLE COTTAGES WITH GARDENS, ON THE CAMPERDOWN ROAD, NEAR THE RED LION, PARRAMATTA ROAD, AND CONTIGUOUS TO MRS. CHARLES SMITH'S VALUABLE PROPERTY.

MR. MORT
WILL sell the above by public auction, at his Rooms, George-street, on
WEDNESDAY, THE 14TH INSTANT,
At twelve o'clock.
☞ These Cottages are brick-built, with two rooms each, and gardens in the rear, with good well of water, and at present occupied by John Murray, who will show them to intending purchasers.
Terms—Cash. 5700

POSTPONED FROM THE 25TH ULTIMO.

3060 MOST DESIRABLE SHEEP,
WITH
BEAUTIFUL RUN
FOR
10,000 SHEEP AND 1000 CATTLE.

MR. MORT
Has been instructed by the proprietor (who is about to visit Europe), to sell by public auction, at his Rooms, George-street,
ON WEDNESDAY, THE 21ST INSTANT,
At 12 o'clock,
The following highly valuable lot of Sheep, viz.:—
1300 EWES, from Maiden to 3 years old
500 ditto, full mouthed
935 wethers, 18 months old
250 weaned lambs
75 first-rate rams
3060 more or less

☞ THE SHEEP ARE WARRANTED SOUND IN EVERY RESPECT, AND IN FIRST-RATE HEALTH AND CONDITION, AND THE PURCHASER OF THE 3060 WILL HAVE THE OPTION OF TAKING AT THE SAME RATE
1000 TWO AND THREE YEAR OLD WETHERS.

THE STATION

Is known as "Deura," situate on the middle branch of the Clarence River, and consists of fine elevated table land, of similar character to the New England country, upon which district it abuts. Its supply of water and feed is unbounded, and it is calculated to carry at least
TEN THOUSAND SHEEP,
AND
ONE THOUSAND HEAD OF CATTLE,
and it is worthy of remark, that catarrh was never known in the locality.

The magnificent run of Mr. Archibald Boyd, known as "Newton Boyd," and that of the "Broadmeadows," belonging to Mr. W. Boyd, immediately adjoin "Deura," which circumstance alone will, to parties acquainted with these runs, be a sufficient guarantee for the excellence of the country where the station now offered for sale is situated.

Deura is distant from the Clarence River settlement about fifty miles.

THE IMPROVEMENTS ARE
A good dwelling of 3 rooms for overseer
Four men's huts
New wool shed
300 hurdles
Substantial stockyard, &c.

N.B.—There are supplies upon the station for six months, which, together with the implements, wool press, &c., may be taken at a valuation.
Terms at sale. 5707

WHALING BRIG "SCAMANDER,"
AND
70 TUNS CASKS.
WITHOUT ANY RESERVE.

MR MORT
Will sell by public auction, at his Rooms, George-street,
THIS DAY, 8TH APRIL,
At twelve o'clock,
THE WHALING BRIG *SCAMANDER*, 186 tons, as she now lies at the Circular Wharf, with sails, whaling gear, whaleboats, tryworks, anchors, cables, &c.
AFTER WHICH,
70 tuns casks, more or less.

An inventory of the stores may be seen at the rooms of the Auctioneer.
Terms at sale. 5706

LONDON MADE WATER BUTTS.

MR. MOR
Will sell by public auction, at his Rooms, George-street.
THIS DAY, THURSDAY, 8TH APRIL,
At 12 o'clock,
35 TONS LONDON MADE WATER BUTTS, just landed, and in good sound condition, sizes vary from 155 to 170 gallons.
Terms at sale. 5707

IRON KENTLEDGE.

MR. MORT
Will sell by public auction, at his Rooms, George-street,
THIS DAY, THURSDAY, 8TH APRIL,
At twelve o'clock,
25 TONS IRON KENTLEDGE.
Terms at sale. 5703

EXTENSIVE SALE OF GROCERIES AND WINES.

CONGOU, POUCHONG, AND CAPE TEAS; JAVA AND PATNA RICE, OLIVE AND CASTOR OIL, WASHING SODA, BLUE, STARCH, PICKLES, SALMON, NEGROHEAD TOBACCO, SUSSEX HOPS, ISINGLASS, GROCERS' SUGAR, RED WINE, TENERIFFE, AND PORT WINE.

MR. MORT
Will sell by public auction, at the Stores of MESSRS SMITH AND CAMPBELL, Campbell's Wharf,
TO-MORROW, 9TH APRIL,
At 11 o'clock,
100 CHESTS CONGOU TEA
140 Ditto Pouchong ditto
180 Twenty-five catties ditto ditto
300 Twenty ditto ditto ditto
200 Ten ditto Caper ditto
30 Tons Java and Patna rice
200 Dozen castor oil
20 Ditto olive ditto
200 Coir door mats, sizes
900 Bundles rattans
5 Tons washing soda
5 Kegs blue
3 Barrels starch
20 Cases pint pickles, assorted
200 Kegs salmon (anchovy)
3 Tons black pepper
20 Boxes cassia
20 Barrels Roman cement
20 Kegs } Negrohead tobacco
10 Tierces }
9 Pockets best Sussex hops
1 Case best brewers' isinglass
11 bags white sugar } Damaged ex *Spec.*
40 Ditto brown ditto }
ALSO,
TO CLOSE AN ACCOUNT,
4 Tons bright grocers' sugar
At twelve o'clock,
Red wine }
Teneriffe } In hogsheads and quarter-casks.
Superior port wine }
Terms.—Under £30, Cash; above that sum, by approved bills, at three and four months.
5708

THURSDAY, 8TH APRIL.

CIGARS, TARRAGONA WINE, AND HOPS.

MR. SAMUEL LYONS will sell by auction, at his Mart,
THIS DAY, 8TH APRIL,
At eleven o'clock,
50,000 Cigars
Pipes Tarragona Wine
Hogsheads ditto
Quarter-casks ditto
ALSO—
For the benefit of whom it may concern, One pocket Hops, damaged.
Terms at sale. 5528

THURSDAY, 8TH APRIL.

TO GROCERS, SPIRIT AND WINE MERCHANTS, PUBLICANS, CROCKERY DEALERS, PRIVATE FAMILIES, AND OTHERS.

MR. SAMUEL LYONS will sell by auction, at his Mart,
THIS DAY, 8TH APRIL,
At Eleven o'clock,
The following Merchandise, *just arrived*:
About 10 tons very superior coffee, the best sample ever imported
26 Hogsheads } Cape wine
27 Quarter casks }
6 Hogsheads very fine East India arrack
30 Cases gin, red cases
40 Packages China ware, assorted
About 1 ton coir rope.
Terms at sale. 5346

THURSDAY, 8TH APRIL.

PORTER.

MR. SAMUEL LYONS will sell by auction, at his Mart,
THIS DAY, THE 8TH APRIL,
At 11 o'clock,
Nine hogsheads London porter.
Terms at sale. 5599

TUESDAY, 20TH APRIL.

500 HEAD OF CATTLE,
A MIXED HERD.

TO BE SOLD BY AUCTION
BY
MR. LYONS,
At his Mart, on
TUESDAY, 20TH APRIL,
At twelve o'clock precisely,
A MIXED HERD OF CATTLE consisting of—
150 Cows
120 Bullocks
52 Steers
52 Heifers
55 Female Calves
66 Male Calves
5 IMPROVED SHORT HORNED BULLS.
500 Head, more or less.
ALL CALVES UNDER SIX MONTHS GIVEN IN.

☞ The above Cattle have had the advantage of IMPORTED AND IMPROVED SHORT HORN BULLS running with them for a number of years past.

Terms of sale:
Twenty per cent. to be paid at the fall of the hammer, and the remainder before the cattle are removed, which must be within one month from the day of sale.

*** *The Cattle are running on the Estate of Lachlan M'Alister, Esq., Strathead, twenty miles north of Goulburn,* 4864

THIS DAY, 8TH APRIL.

YOUNG HYSON TEA, CHINESE BLINDS, MATTING, AND SALAD OIL.

MR. SAMUEL LYONS will sell by auction, at his Mart,
THIS DAY, 8TH APRIL,
At 11 o'clock,
84 Boxes young hyson tea
6 Cases Chinese blinds
38 Rolls white and coloured matting
25 Cases salad oil, 1 dozen each.
Terms at sale. 5677

TO CLERGYMEN, SCHOOLMASTERS, AND OTHERS.

GREEN, THOMAS, AND CO. will sell by auction, on
FRIDAY NEXT, THE 9TH INSTANT,
At their Rooms, No 10, Bridge-street,
At 11 o'clock,
100 VOLUMES OF BOOKS, AMONGST WHICH ARE—
Poetæ Scenici Græci
Corpus Poetarum Latinorum, 5 vols
Doyle and Mant's Bible, folio, 3 vols
Hall's Ireland, its Scenery, and Character, 3 vols
Horne on the Scriptures, beautifully bound, 5 vols
Valpy's Greek Testament, English Notes, 3 vols.
Tomline's Theology, 1 vol
Brunck's Sophocles, 2 vols
Liddell and Scott's English Lexicon
Paley's whole works
Riddle's English and Latin Lexicons
With other Classical and Scientific works, of the latest date.
Terms at sale. 5691

TO IRONMONGERS, PLUMBERS, DEALERS, &c.

GUNS, PIPING, FILES, WATER-CLOSETS, &c., &c.

MR. I. J. JOSEPHSON will sell by auction, at his Rooms, No. 478, George-street, on
FRIDAY NEXT, 9TH INSTANT,
At half-past ten o'clock,
One 4½ inch patent force pump
Water closet basins
TWO SPIRIT FOUNTAINS
Sheep-shears
Tobacco boxes
Wood screws, hinges
Brushware—assorted
Guns—double-barrel
Frying pans
Scythes, spikes
Brass candlesticks
Trowels, bells, busks, buttons
Brass corks
Files—assorted
Eleven cut wine coolers
Water and gas piping
Empty cases, &c., &c.
A LARGE NEW COPPER PRESERVING PAN.
Terms at sale. 5671

TO CLOSE THE ACCOUNT.
WITHOUT RESERVE.

MR. I. J. JOSEPHSON will sell by auction, at his Rooms, No. 478, George-street, on
FRIDAY NEXT, 9TH INSTANT,
At half-past ten o'clock,
29 Casks Beef.
WITHOUT RESERVE.
Terms at sale. 5673

TO CAPTAINS SHIPPERS, AND OTHERS.
PRIME MESS BEEF.

MR. I. J. JOSEPHSON will sell by auction, at his Rooms, No. 478, George-street, on
FRIDAY NEXT, 9TH INSTANT,
At half-past ten o'clock,
40 Tierces *prime Mess Beef*, in the finest condition.
WARRANTED.
Terms at sale. 5672

MONDAY, 12TH APRIL.

THE AUCTION OF THE PROPERTY OF THE LATE MR. CHARLES SMITH,
BY MR. STUBBS.
BY ORDER OF THE EXECUTORS.
Consisting of—
☞ 33 BUILDING PLOTS.

NOTE.—It cannot have escaped the observation of even the least intelligent colonist, that
SOUTH GEORGE-STREET,
ordinarily known as
PARRAMATTA-STREET,
is fast outstreaching to Annandale, the seat of
R. JOHNSON, ESQ.,
and that New South Wales has inscribed in the list of its benefactors, the whole of the population of Camperdown and Newtown, who with rare perseverance and at great expense have devoted themselves to the noble labour of creating another town, and conforming to
"THE ALLOTMENT SYSTEM,"
leaving these identical 33 PLOTS at the NEW CUT, to form the most valuable part. On every side their industry and improvements are conspicuous, corresponding to the taste and varied wants of the inhabitants, and there is scarcely a foot of frontage ground left to build upon between Cooper's Distillery and the New Turnpike.

MECHANICS, BUILDERS, TRADESMEN, PUBLICANS, AND THE WORKING MEN, are respectfully informed, that

MR. STUBBS is instructed by the Executors, to put up, and knock down to the highest bidder,
WITHOUT RESERVE,
ON MONDAY NEXT, THE 12TH APRIL,
At 12 o'clock precisely,
ON THE GROUND.

The whole property as laid out by that eminent Surveyor, Mr. Armstrong, the frontages of which the Auctioneer is reminded by duty to regard as belonging to
GEORGE-STREET SOUTH, SYDNEY,
On the great thoroughfare entering
THE CITY.
LOT 1—Is the nearest portion of the Camperdown Estate to Sydney, 30 feet frontage, by 108 feet in depth.
„ 2—30 feet frontage x 108 in depth
„ 3—30 feet ditto x 108 „
„ 4—30 feet ditto x 108 „
„ 5—30 feet ditto x 108 „
„ 6—30 feet ditto x 108 „
„ 7—30 feet ditto x 108 „
„ 8—30 feet ditto x 108 „
„ 9—Corner allotment, 30 feet frontage x 108 feet to Smith-street
This section of the property has also 30 feet frontage to Junction-street in the rear.
LOT 10—Corner allotment, 30 feet frontage, and 108 feet frontage to Smith-street
„ 11—30 feet frontage x 108 in depth
„ 12—30 feet ditto x 108 „
„ 13—30 feet ditto x 108 „
„ 14—Is the eating house next to Mrs. Thomson's
LOTS 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24, form the "Terrace Allotments," with an eastern aspect, leaving the residue of the allotments between, "the Orphan School Creek" and "Smith-street."

The sale will take place on the ground, where a SUITABLE LUNCH will be amply provided for the buyers.

The Surveyor will also be on the ground to give possession.

TERMS—Liberal to be declared at the sale.
TITLE—Governor Bligh's Grant. 5481

WEDNESDAY, APRIL 14.

4007!!! FINE WOOLLED SHEEP AND A VERY SUPERIOR HERD OF CATTLE, WITH
TWO STATIONS
NEAR THOSE OF ELLERSLIE, DUTTON, AND MR. MANTON'S HEAD STATION, ABOUT TWELVE MILES FROM MATE'S INN,
☞ ON THE PORT PHILLIP ROAD.

MR. STUBBS is favoured with instructions to sell by public auction, at his Rooms, King-street, on
WEDNESDAY, 14TH APRIL, 1847,
At 12 o'clock precisely,
The undermentioned sources of undoubted independence, viz.:
4007 SHEEP, AS PER LAST MUSTER,
400 NOW LAMBING.
1300 Full-mouthed breeding ewes, never suffered from catarrh or scab; sound, healthy, and in fine condition
432 Six-toothed breeding ewes, ditto ditto
468 Four-toothed breeding ewes, ditto ditto
585 Two-toothed breeding ewes, ditto ditto
529 Wethers, two and three years old, ditto ditto
585 Wethers, yearlings
108 Rams
4007

With huts, hurdles, &c. The whole from the well-known *estate bred* flocks of H. H. Macarthur, Esq., M.L.C., under whose constant and vigilant attention the fleeces have been so improved as to command the most remunerative prices; this important fact may be ascertained by referring to the London account sales for the last twenty five years. With the above sheep will be included the Splendid Station
UPPER OBERNE,
THE VALUE OF WHICH CAN SCARCELY BE ESTIMATED.
WILL BE SOLD ALSO,
WITH CATTLE YARDS, PADDOCKS, HUTS,
1062 *Head of Superior Bred Cattle,*
AND THE
LOWER OBERNE STATION,
VIZ., AS PER LAST MUSTER,
300 Breeding cows
200 Heifers, one and two years old
150 Spayed heifers
100 Bullocks, three years old
300 Fine full grown steers, one and two years old
12 Superior bulls (two of these Mr. Icely's thoroughbred Durhams)

Of the Stations—They are situate near the high range dividing the Murrumbidgee from the Murray waters, in a beautiful valley, composed of the richest pasture and under the New Regulations, will be of great value to the new capitalists.
Terms, &c., Liberal.

WEDNESDAY, APRIL 14.

THE POPULAR RILEY ESTATE,
SOUTH HEAD ROAD.

HOUSE AND GROUND ADJOINING MR. NOELS.

MR. STUBBS is instructed to sell by public auction, at the Mart, King-street,
ON WEDNESDAY, THE 14TH DAY OF APRIL,
At twelve o'clock precisely,
A new Cottage, brick built, having one room 13 x 6, and the bed-room 13 x 3, and loft above.

The whole well finished, the carpenters' and joiners' work, including the architraves of first-rate workmanship.

Situation—this side the Court House, elevated, healthy, and airy, commanding extensive views over Woolloomooloo Bay, stretching beyond the Blue Mountains, Sydney, Cooks River, and the country southward.

The whole fenced in, 18 feet frontage to the South Head Road, by 100 feet in depth.
TERMS:—
☞ Seven years' credit for a portion of the purchase-money.

AUCTION SALE.

A CAPITAL FARM OF 77 ACRES, SITUATE ON THE GREAT SOUTH ROAD, NEAR BERRIMA.

MR. STUBBS is instructed to sell by public auction, on
WEDNESDAY, THE 14TH APRIL,
At the Mart, King-street,
At twelve o'clock precisely,
A capital Farm of 77 acres, situate within a mile of the
"PRINCE ALBERT INN,"
on the Great South Road, adjoining Mittagong, known by the name of the "Accommodation Paddock."

The mail to and from Sydney passes this property twice a day, and it favours the supposition that the erection thereon of
A WELL-CONDUCTED INN
would meet with great encouragement from travellers; in fact, it is a capital spot for business. The whole is fenced in, and the land is remarkably productive.
Title—Freehold.

THURSDAY, APRIL 22.

A VALUABLE ESTATE OF 20[illegible] ACRES OF LAND,
AT JERRY'S PLAINS, HUNTER'S RIVER, ADJOINING MR. THOMAS BROWN'S.

MR. STUBBS is instructed by the proprietor to sell by public auction at the Mart, King-street,
ON THURSDAY, THE 22ND DAY OF APRIL, 1847,
At 12 o'clock precisely,
A most valuable and profitable Estate of the above mentioned extent—
150 Acres, more or less, are *cleared* and fenced in with a good substantial four-rail fence, and again subdivided into fat cattle and sheep paddocks of 20, 30, and 40 acres each. The remaining 53 acres consist of excellent timber, with a first-rate subsoil for the growth of wheat, barley, maize, &c.
Terms, liberal, at sale.
NOTE—Grant from the Crown.

IMPORTANT SALE OF TOWN PROPERTY.
WITHOUT RESERVE.

JAMES BYRNES has received instructions from the executors of the estate of the late Rev. S. Marsden, to sell without reserve, at Mrs. Walker's, Red Cow Inn, Parramatta,
ON TUESDAY, 13TH APRIL NEXT,
At Twelve o'clock,
All that piece or parcel of Land in Marsden-street, containing by admeasurement 1 rood, 17½ perches, with neat verandah cottage, kitchen, store, stable, coach house, &c., known as Armstrong's premises.
TITLE—A GRANT FROM THE CROWN.
Also,—
Part of the far-famed Newlands Estate, in the immediate vicinity of the new M[illegible] Field Church, the whole divided and sub-divided into twenty-four lots to suit purchasers, varying but little in quantity and most desirably situated.
TITLE—A GRANT FROM THE CROWN.
TERMS:—One half cash, and the residue by approved bill at three months.
Plans may be seen at Mrs. Walker's, Red Cow Inn, Parramatta; and further particulars may be obtained at the office of Messrs. H. W. Byrnes.

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